

## **COLLECTIVE AGREEMENT**

### **BETWEEN:**

Gerdau – Whitby Plant and any successor (hereinafter referred to as “the Company”) **of The First Part**

### **AND:**

THE UNITED STEELWORKERS, on behalf of Local 6571 (hereinafter referred to as “the Union”) **of The Second Part**

## **Article 1 – MEMORANDUM OF AGREEMENT**

### **1.01**

The provisions of the memorandum of agreement entered between the parties on the 14<sup>th</sup> day of June 2018 shall be deemed to be part of this Agreement as though they were set forth in full herein, except that if there is any conflict between any of the provisions of the memorandum of agreement and any provisions of the Agreement, the provisions of the memorandum shall prevail.

### **1.02**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and those of its employees coming within the scope of this agreement and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the scope of this Agreement, to the end that there shall be no interruptions of work or interference with production while the provisions of this Agreement are in effect.

### **1.03**

Reference to the male gender will include the female gender unless the context requires otherwise.

## **Article 2 – RECOGNITION**

### **2.01**

The Company recognizes the Union as the sole and exclusive Collective bargaining agent for all employees of the Company save and except supervisors, persons above the rank of supervisor, office staff, laboratory technicians, university personnel in training.

### **2.02**

The ratio of University personnel in training shall not exceed one (1) such person for each one hundred (100) employees.

### **2.03**

It is recognized that the Company must not place non-bargaining unit personnel on bargaining unit jobs.

Non-bargaining unit employees must not perform work which is done by employees in the bargaining unit except in cases of emergency, i.e. an unplanned event that will endanger employees, equipment or product.

## **Article 3 – RELATIONSHIP**

### **3.01**

There will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or its representatives against any employee because of the employee's membership in, or connection with the Union.

### **3.02**

The Company shall maintain a working environment free from discrimination and harassment. Therefore the Company and the Union agree to the following:

Harassment is defined as any unwelcome act, whether verbal or physical, by any employee which humiliates, insults or degrades another employee. An unwelcome act is one that the harasser knows or ought reasonably to know is not desired by the victim of the harassment. Harassment may result from a single act or from repeated acts.

There will be no discrimination, intimidation, interference, restraint or coercion exercised by any employee of the Company against any other employee of the Company.

Every employee has the right to be treated fairly, in an environment free of discrimination and harassment or any affront to human dignity. Conduct that undermines this goal is detrimental to all employees and will not be tolerated.

### **3.03**

There will be no solicitation for membership or other Union activity by the Union or its members contrary to the terms of this Agreement, on the premises of the Company except with the consent of the Company as represented by the Human Resources Department.

## **Article 4 – STRIKES AND LOCKOUTS**

### **4.01**

During the term of this Agreement, there will be no strikes on the part of the Union or employees, nor will there be any lockout on the part of the Company.

### **4.02**

The terms “strike” and “lockout” as referred to above shall be interpreted in accordance with the definitions set out in the Labour Relations Act for the Province of Ontario.

## **Article 5 – MANAGEMENT RIGHTS**

### **5.01**

Except where specifically abridged by the terms of this Agreement, the management of the Company’s operations and the selection and direction of employees will continue to be vested exclusively with the Company.

## **Article 6 – CHECK OFF OF UNION DUES**

### **6.01**

- a) All employees covered by this Agreement, including students, who are subject to the deduction of Union dues, and employees hired after the date of this Agreement will have the Union dues deducted from their pay. The normal deduction will be made on the pay day of each week. Amounts so deducted will be forwarded to the Local Union President via internal inter-office mail by the 10<sup>th</sup> day of each following month, together with miscellaneous dues deductions and control reports. The Company agrees to use form R115 revised 12/1/06 when remitting Union dues, and the Union agrees to furnish the Company with sufficient copies for this purpose.
- b) Dues shall be deducted according to the constitution of the Union. Union dues shall be equal to 1.55% of the member’s total earnings.
- c) The current additional deduction of two (2) cents per hour from all hours worked shall continue to be deducted and submitted to the Union in accordance with 6.01(a).

Lump sum payments such as Grievance settlements and Arbitration awards are to be calculated separately. The one point five five percent (1.55%) is to be applied to them and the resultant figure deducted.

The Company, when preparing T-4 slips for the employees, will enter, in an appropriate place, the amount of Union dues paid by the employee during the previous year on the T-4 slips.

## **6.02**

The Union will indemnify and save the Company harmless from any and all claims which be made against the Company for dues deducted from the pay of employees as provided in this Article.

## **6.03**

Effective following the signing of this Agreement, the Company will give the Union a master list of all employees within the bargaining unit who have completed the probationary period. By the 10th of each month thereafter, the Company will supply the Union with the following information.

- a) the names of employees from whom no deduction has been made and the reasons.
- b) the names of those who are eligible for Union dues.
- c) the names of those whose service has terminated for any reason.
- d) Change of addresses received.

## **6.04**

The Company agrees that all employees shall become and remain members of the Union as a condition of their continued employment, save and except supervisors, persons above the rank of supervisor, office staff, laboratory technicians, University personnel in training and students.

## Article 7 – UNION COMMITTEES AND STEWARDS

### 7.01

- a) The Union will have the right to appoint or otherwise select a Negotiating/Grievance Committee of six (6) employees. The Union may appoint an alternate member, who will have the right to attend and participate at the regular Grievance meeting only if a regular Committeeman is absent. The Alternate will have the right to sit in on negotiating meetings as an observer only. When performing in an observer capacity, the Alternate will not be paid by the Company. The Union may also select one (1) Stewards up to four times per calendar year, on day shift who will have the right to attend and participate at the regular Union/Management monthly meeting. Qualifying Union Officials will be paid at their regular hourly rate, in accordance with Article 7.03.
- b) Once negotiations commence and until they are concluded the Union Negotiating/Grievance Committee shall be granted leave for the duration of the contract negotiations and will be paid by the Company at the employee's regular hourly rate, in accordance with Article 7.03.
- c) The Company agrees that the Union President will not be required to perform any duties associated with his job as an employee of the Company. The Company agrees to continue to pay full wages and benefits with no loss of any rights or privileges, including the accumulation of job and plant seniority, to the Union President for the life of the Collective Agreement.

Effective March 1, 2017, the Union President will be required to perform the duties associated with his job as an employee of the Company. The Union President will be granted a total of twelve (12) hours per week to carry out the business of the Union provided such days are regularly scheduled working days. Such time will be mutually agreed upon by the Union President and his Supervisor. The Union President will work day shift following the shift pattern of his position.

The Union President and the Chair of the Union Safety and Health Committee shall be afforded the opportunity to meet with any newly hired bargaining unit employee(s) as part of the new employee orientation process. The time allotted will be one (1) hour each.

- d) The Union Vice President will be granted a period of one block of twelve (12) hours for each twenty eight (28) calendar day period to carry out the business of the Union. If he wishes, he may accumulate the twelve (12) hour blocks and take them consecutively. These hours, when taken, shall be paid by the Company at the Vice President's regular hourly rate.

Effective March 1, 2017, the Vice President will no longer be granted a period of one block of twelve (12) hours for each twenty-eight (28) calendar day period to carry out the business of the Union.

## **7.02**

- a) The Union shall further have the right to appoint or otherwise select one (1) Steward for each Department on each operating shift. Where an operating shift or department exceeds twenty-five (25) employees, another Steward may be appointed for each additional twenty-five (25) or major portion thereof. The Union shall elect or appoint one (1) Chief Steward for:
1. Steelmaking Department
  2. Rolling Mill Department
- b) When the Union elects or appoints Stewards and/or Committeemen, written notice of the names of such persons will be submitted to the Manager of Human Resources.

## **7.03**

- a) The Union acknowledges that Stewards, members of the Union Committee and such other Union officers that may be chosen from among the employees, have regular duties to perform as employees of the Company. Such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting business on behalf of the Union, without first obtaining the permission of their immediate supervisor.

The Company agrees to granting of time to deal with disputes in accordance with the terms of this Agreement.

If time cannot be granted immediately, the immediate supervisor will make every attempt to grant time within two (2) hours of the request, should this not be possible time will be granted within the shift.

- b) (i) In consideration of Stewards, members of the Union Committee and other Union officers who are employees complying with the terms of 7.02 (b) and 7.03 (a) above, the Company will pay such employees for the time spent in handling grievances with representatives of the Company during their regular hours of work except that this will not apply to time spent in any arbitration or conciliation proceedings. Such payment shall be at the employee's regular hourly rate.
- (ii) Stewards and Committeemen required to meet with the Company outside regular working hours will be paid in accordance with Article 24.

## **7.04**

The members of the Union Negotiating/Grievance Committee, Union Training Committee, Union Modified Work Committee, Union Safety & Health Committee and the four (4) members of the C.W.S. Committee will be paid for time lost on the calendar day of their respective regularly scheduled meetings at the employee's regular hourly rate of pay, including shift premiums, where applicable.

Pension committee members two (2) and E.A.P. Representatives one (1) will be paid for time spent at such meetings in the manner prescribed above. Minutes of the above meetings will be made available to Committee members.

The Union will have the right to appoint or otherwise select four (4) bargaining unit employees who will have the right to attend and participate at the regular Joint Training Committee meetings. Members of the Joint Training Committee shall be paid in accordance with Article 7.04.

The parties agree that the Union President may attend sub-committee meetings with one (1) weeks written notice to the Human Resources Manager whereby arrangements can be made for attendance.

## **7.05**

Should special meetings be called by the Company it is agreed by the parties that time will be required by the Union for purposes of deliberation at the end of such meetings, the members of the Union Committees attending such meetings will be required to report back to their work station(s) at the end of the meeting and deliberation.



## **Article 8 – GRIEVANCE PROCEDURE**

### **8.01**

- a) It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible and it is generally understood that an employee has no grievance until he has first given to the foreman or supervisor, an opportunity of dealing with the complaint. The settlement, resolution or withdrawal of complaints or grievances prior to referral to arbitration, expedited arbitration or mediation shall not constitute a precedent or be used as a precedent in future cases by either the Company or the Union and shall be without prejudice to the position of either party.
- b) If a grievance is not settled at the expiration of time limits as set out in Article 8, the Union may then advance the grievance to the next step in the outlined procedure, except that this will not apply to grievances extended by mutual agreement.

### **8.02**

#### **Step 1**

Before the Union submits a grievance, the employee shall, within twenty-one (21) days of the date on which the employee became aware or reasonably ought to have become aware of the circumstances giving rise to the complaint, request a meeting with his Immediate Supervisor at which meeting he will provide the details of the complaint. A steward will accompany the employee at the meeting. If there is no steward on shift from his department, he may request a steward from another area.

The meeting will be scheduled by the Company. The Parties' stated preference is for the meeting to be held on the earliest convenient day on which the said meeting's participants are at work at the same time, but said meeting in any event must take place within twenty-one (21) days in accordance with the foregoing paragraph, except where the employee requested the meeting on the twentieth (20<sup>th</sup>) or twenty-first (21<sup>st</sup>) day after the date on which the employee became or reasonably ought to have become aware of the circumstances giving rise to the complaint, in which case the Company will have two (2) days, from the date on which the request is made, to arrange for and hold the meeting.

### **8.03**

#### **Step 2**

- a) If the outcome of the meeting referred to in 8.02 is not satisfactory to the employee concerned, or if the Company failed to arrange for and hold the meeting referred to in 8.02, and the Union wishes to advance the matter, the steward will record the employee's complaint in a grievance form, which will provide details of the complaint and remedy sought, have it dated and signed, and then submitted to the employee's immediate supervisor by hand. From that point on, the complaint will be referred to as a grievance. The grievance must be submitted to the Company within seven (7) days following the date of the meeting referred to in 8.02, however, in no circumstances may the Union submit a grievance beyond the twenty-eighth (28<sup>th</sup>) day

after the date on which the employee became aware or reasonably ought to have become aware of the circumstances giving rise to the complaint.

- b) Where the Union wishes to advance a group grievance or discipline grievance, a Union representative must, within fourteen (14) days of the date on which the Union became aware or reasonably ought to have become aware of the circumstances giving rise to the group grievance or discipline grievance, record the complaint in a grievance form, which will provide details of the complaint and remedy sought, have it dated and signed, and then submitted to the employee's immediate supervisor by hand or email.
- c) Upon the submission of a grievance, the Company must arrange for a meeting between a representative appointed from the Company, supervisor, steward and a Negotiating/Grievance Committeeman to discuss the grievance, such meeting to be held at the earliest convenient day on which the said meeting's participants are at work at the same time, but in any event within fourteen (14) days of the submission of the grievance. The appointed representative shall have full authority to resolve the grievance. The Union President shall be notified in writing of the name of the appointed representative for each area. If the steward's or Negotiating/Grievance Committeeman's scheduled shifts do not overlap within fourteen (14) days of the submission of the grievance, either the steward or the Negotiating/Grievance Committeeman will attend the meeting on an overtime basis. The appointed representative will give his reply, in writing, within two (2) days after the said meeting has been held.

#### **8.04**

- a) If the appointed representative's reply referred to in 8.03(c) is not satisfactory to the Union, or if the appointed representative, failed to reply, and the Union wishes to advance the matter, the Union may submit a request for disclosure of relevant information to the Human Resources Department by hand or email. The request for disclosure of information must be accompanied by a non-prejudicial outline of the Union's argument, the purpose of which is to assist the Company in its determination of what constitutes relevant information. The request for disclosure and accompanying argument outline must be submitted to the Human Resources Department within seven (7) days following the meeting referred to in 8.03(c).
- b) Where the Union wishes to advance a policy grievance or discharge grievance, a Union representative must, within fourteen (14) days of the date on which the Union became aware or reasonably ought to have become aware of the circumstances giving rise to the policy grievance or discharge grievance, record the complaint in a grievance form, which will provide details of the complaint and remedy sought, have it dated and signed, and then submitted to the Human Resources Department by -hand or email.
- c) Both parties must, within fourteen (14) days of either the request for disclosure referred to in 8.04(a) or the submission of a policy grievance or discharge grievance referred to in 8.04(b), provide the other party with all relevant information in that party's

control. Each party agrees to make best efforts to provide adequate disclosure within fourteen (14) days of the other party's request for disclosure.

## **8.05**

### **Step 3**

A Union/Management Committee will be composed of the Union Negotiating/Grievance Committee and at least two (2) Company representatives and will convene on the second (2<sup>nd</sup>) Thursday of every month. All outstanding grievances that have completed a progression through the preceding steps as outlined in this Article at least seven (7) days prior to the monthly Union/Management Committee meeting will be discussed by the Union/Management Committee on the second (2<sup>nd</sup>) Thursday of every month.

If the Union Negotiating/Grievance Committee fail or refuse to discuss any grievance that is before the Union/Management Committee, such grievances will be deemed to be withdrawn. If the Company representatives fail or refuse to discuss any grievance that is before the Union/Management Committee, such grievances will be deemed to be accepted by the Company.

The Company representatives will give the Company's reply to the grievances discussed at the Union/Management Committee meeting within fourteen (14) days of that meeting.

## **8.06**

If the Company's reply referred to in 8.05 was not satisfactory to the Union, and the Union wishes to advance the matter, the Union may, within twenty-eight (28) days after said reply refer the grievance to Mediation, Alternative Dispute Resolution, or Arbitration.

## **8.07**

Any of the time allowances, at any step, set out above in this Article, may be extended by mutual agreement.

## **8.08**

Notwithstanding the arbitration provision contained herein, either party to the Collective Agreement may request the Minister to appoint a single arbitrator to hear and determine the matter. Such request can be made either after exhaustion of the Grievance Procedure in this Article or after twenty-eight (28) days (fourteen (14) days in the case of a grievance concerning the termination of employment) from the time at which the grievance was first brought to the attention of the other party, whichever first occurs. However, no such request can be made beyond any time stipulated in or permitted under this agreement for referring the grievance to arbitration.

## **8.09**

At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring

Parties, or the Arbitrator, to have access to the plant to view disputed operations and to confer with the necessary witnesses.**8.10**

Either party can request that a grievance that has been dealt with as outlined in Article 8 Grievance Procedure, of the Collective Agreement, be submitted to the Alternative Dispute Resolution process as outlined in Letter # 29.

### **8.11 Mediation**

Either party can request that a grievance that has been dealt with as outlined in Article 8 Grievance Procedure, of the Collective Bargaining Agreement, be submitted to the Mediation process as outlined in Letter NO. 30. Either party can accept or decline this process.

## **Article 9 – ARBITRATION**

### **9.01**

When either party requests that a grievance be submitted to arbitration, it shall make such request, in writing, addressed to the other party of this Agreement. Upon receipt of such request, the following shall apply.

a) The parties agree to mutually select a single Arbitrator to hear the case. Upon selection of an Arbitrator, joint notification shall be issued and, upon receipt of same, the Arbitrator shall hear the case within ninety (90) days and shall rule on said case within another thirty (30) days.

b) Should the parties fail to mutually agree on the selection of an Arbitrator, either party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator in accordance with the Labour Relations Act.

### **9.02**

A person acting as a mediator in an attempt to settle the grievance may, if agreed to between the parties, be selected as an Arbitrator for said grievance.

### **9.03**

Each of the Parties hereto will jointly bear the expense of the selected Arbitrator.

### **9.04**

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

### **9.05**

In case of a grievance involving discipline or discharge, the Parties may, or if the matter is referred to an Arbitrator, the Arbitrator may dispose of the grievance in any manner which, in the opinion of the Parties or the Arbitrator, as the case may be is just and equitable.

## **9.06**

The Arbitrator shall not have any power to alter or change any provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. The decision of the Arbitrator will be final and binding upon the Company and the Union.

## **Article 10 – COMPANY GRIEVANCES**

### **10.01**

If the Company has a grievance with respect to the conduct of the Union, its Officers, Committeemen or Stewards, or a complaint that the Union or any of its members have violated the provisions of this Agreement the Company will submit such grievances to the Union and it shall be taken up between the parties in the same manner as a written grievance, commencing at Step. No. 3. If the grievance is not settled to the satisfaction of either party, it may be referred to Arbitration.

## **Article 11 – DISCIPLINE**

### **11.01**

If an employee, who has completed the probationary period, is discharged and he believes such discharge is unjust, he shall have the right to submit a grievance within fourteen (14) calendar days after the discharge occurs. The discussion of such grievances shall commence at Step. No. 3 of the Grievance Procedure.

### **11.02**

Grievances relating to discharge or suspension may be settled by confirming the Company's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable.

### **11.03**

- a) When an employee is to be suspended or discharged, he must have a Steward and a Negotiating/Grievance Committeeman present at the time suspension or discharge is to be issued.
- b) When an employee is to be issued written discipline, he must have a Steward present. If there is no Steward present on his shift, one must be provided from elsewhere in the plant.

- c) When an employee is disciplined, the disciplinary action must be taken within twenty-one (21) days of the Company's first reasonable opportunity to have knowledge of the circumstances giving rise to the discipline.

#### **11.04**

The Company must notify the Local Union President or Vice-President of the intent to discharge any employee at least twenty-four (24) hours prior to the proposed discharge, excluding Saturdays, Sundays and paid holidays as set forth in Article 20 of this Agreement.

#### **11.05**

The Company shall have the right to terminate the employment of a probationary employee, provided that the termination is not arbitrary, discriminatory, or in bad faith.

The Union shall have the right to file a grievance on behalf of a discharged probationary employee.

### **Article 12 – SENIORITY**

#### **12.01**

- a) An employee will be on probation and will not have any seniority with the Company until after he has completed three (3) calendar months from his date of hiring. Seniority will then date back to the date he was hired. If however, a probationary employee is laid off and is re-hired after layoff within a period of three (3) consecutive calendar months, he will be given credit for time worked toward completion of the probation period. Probation when completed under this provision, will then be dated back three (3) consecutive months from the probation completion date.
- b) Upon completion of two (2) continuous months of employment from the date of hiring, probationary employees will be added to all benefit programmes. Probationary employees referred to above will be added in the calendar month following completion of the two months as set out above and the Company will, from that month, pay the required premiums.

#### **12.02**

The two types of seniority, (a) and (b) below, will apply to layoffs, recalls, promotions and demotions, subject to the provisions of this agreement. The seniority as defined in (c) below will apply to stated purposes only.

- a) Plant seniority is defined in 12.01 a), subject to the provisions of this Agreement covering the probationary period of service. In the event of disputes involving seniority, the employee's permanent number will be the final determining factor. The Union will be afforded the opportunity to make representation regarding the sequence of numbers in the event of disputes.

- b) Job seniority is defined as seniority credited to an employee upon a permanent posting to a specific job within a department or line of progression.
- c) The President and the members of the Negotiating/Grievance Committee of the Union shall hold top plant seniority for the term of their offices, which shall only be applied in the event of layoff. Such seniority will not be exercised as job or department seniority and shall only be used to retain employment within the plant.
- d) Long service Trade and Craft employees not assigned to a designated day job may exercise their job seniority to choose placement on the schedules and or departments or duties of their choice within their Trade and Craft Group provided they have the demonstrated physical fitness required to perform the duties of the job.

No more than one election per employee will be allowed in any 12 month period, with a maximum of three employees from each of the plant trade groups will be allowed an election in any 12 month period.

Long service Trade and Craft shall be defined as employees having at least 12 years job seniority.

- e) Where the Company deems it appropriate to appoint a Lead Hand in a Trade and Craft group, such appointment shall be based on job seniority. After the lead hand is appointed, the incumbent will not be displaced by any subsequent transfer.
- f) Job seniority will be the basis for assignment of day shift work within the Maintenance Department. All assignments prior to February 28, 2004 will continue in force. It is agreed by the parties, that, on exercise of job seniority in day job assignment, a familiarization period of three (3) weeks is reasonable for performance evaluation, at which time the employee can accept or decline such assignment and return to his original job.

It is also agreed that some specific assignments can involve a degree of extra training which will be provided by the Company to facilitate such assignment. In this event, a further period of five (5) weeks will be allowed where a further evaluation will be made and the employee will be either confirmed in the position or returned to his original job.

- g) Whenever a Maintenance position becomes vacant, employees in that Maintenance Trade Group may apply and will be selected in accordance with Article 15.01 (a) and 15.01 (b).

### **12.03**

- a) Within four (4) months after the effective date of this Agreement, the Company will prepare and post Plant and Job Seniority Lists on its bulletin boards.

- b) The Company will also provide to the local the updated version of the list on a monthly basis with addresses and phone numbers included.

#### **12.04**

Seniority previously accumulated will be lost and service will be terminated whenever an employee:

- a) quits his employment.
- b) is discharged, and such discharge is not reversed through the grievance procedure.
- c) is laid off due to a lack of work for a period in excess of thirty-six (36) consecutive months.

#### **12.05**

Employees who are, or, who have been, transferred from what is now the bargaining unit, shall lose their full amount of accumulated job and plant seniority.

#### **12.06 Reductions In The Workforce**

- a) Except as hereinafter provided, seniority for the purpose of layoff, recall, promotion and demotion will be applied in the lines of progression annexed hereto. The lines of progression and promotional ladder will not apply to the Trade and Craft group of employees.
- b) The Union Committee will be notified in advance of any layoff of Bargaining Unit employees. The Company will supply the Union a list of names of employees who are to be laid off.
- c) Where a reduction in the work force necessitates a layoff from the plant, (other than in 12.07), junior employees will be laid off first by plant seniority and the reduction will function in the following manner:
  - 1) Employees will move down through the reduced lines of progression based on their job seniority.
  - 2) Vacancies created as a result of the layoff will be filled on the basis of job seniority first, and plant seniority second, by an employee with the skill and ability to perform the normal requirements of the job. All Spareman positions will be filled by the application of plant seniority.
  - 3) In order to allow employees to apply their plant seniority, the Company will survey employees who do not have a posting or who do not have enough seniority to remain in their posted job and the employees will submit their preferences for the available positions.



- 4) During a layoff, employees who have been displaced from their posted job will exercise their job seniority wherever possible to fill vacancies that are expected to extend beyond 45 days.
- 5) If there is no one available with the necessary experience or demonstrated skill and ability to replace an employee who is to be laid off, junior employees may be retained in their jobs, for a period up to six (6) weeks, while a more senior temporary replacement employee is being trained on his job. When sufficient training is achieved, the junior person will be laid off.

An employee assigned to a temporary job as above will remain in the temporary job until his previous job becomes available. He will become the junior person in the specific job with temporary job seniority and be able to advance in the line if the opportunity arises. If the temporary incumbent's previous job becomes available before a trained replacement returns from layoff, the temporary incumbent may be required to remain in the temporary job for a period of up to six weeks to train a replacement. In such a case he will be paid the higher of the two rates.

- 6) After two years, if the previous incumbent in the job has not returned from layoff, the previous incumbent shall forfeit any job seniority he previously held. The job, which has been occupied by the temporary replacement, will be posted in accordance with Article 15 of this Collective Agreement subject to the following amendments:
    - (i) If no successful applications are received from seniority employees, the Company will fill the vacancy with the most junior production employee in the plant
    - (ii) If the most junior production employee in the plant, who has been assigned to fill a vacancy as stated above, holds seniority in another job, he will retain the right to return to his former job, with all former seniority intact, should a vacancy in his former job open up.
  - 7) Any vacancy that cannot be filled because of insufficient manpower shall be filled in accordance with article 12.08.
  - 8) This will only apply as long as the layoff exists. When the layoff is over, employees will return to their previous line of progression as operational requirements necessitate according to their job seniority.
- d) In the event of a layoff, Trade and Craft employees shall not be subject to the provisions of Article 12.06(c) above, they will be laid off by plant seniority within their own trade group.

- e) In the event of a workforce reduction apprentices will be considered as one group and reduced within this group by plant seniority, and have access to 12.06 (c) provisions for the purpose of layoff.

## **12.07**

- a) When temporary conditions, such as emergency situations as covered in this Agreement, or a shortage of work, necessitates a departmental shutdown for not more than seven (7) calendar days, seniority provisions will not apply. Before any employee is laid off under this section, he will be given the opportunity according to his plant seniority to perform any available work from and including Job Class seven (7) down to and including Job Class two (2).
- b) The Company will not, however, use a succession of short-term layoffs for the purpose of avoiding the application of seniority. This section will not be applied on any single occasion for more than seven (7) days. In total, this section will not be applied for more than twenty-eight (28) days in any department (the departments for purposes of this provision being (a) steelmaking, (b) bar mill, and (c) structural mill) in any twelve (12) month period. It is agreed that this section will not be applied for periods of less than one full shift.

For purposes of this provision, a day is defined as three (3) eight (8) hour shifts or two (2) twelve (12) hour shifts.

- c) When a layoff due to conditions stated above occurs, probationary employees will be laid off first.
- d) The term “available work” as used herein shall mean any work which the Company requires to have performed.

## **12.08 – Recall**

Employees being recalled to the plant after layoff will be recalled according to plant seniority, and be returned as operational requirements necessitate, to their previous line of progression according to job seniority.

- a) The Company will supply the Union with a list of names of employees who are to be recalled.
- b) Recall to work following layoff from the plant will be made by registered letter or telegram addressed to the last address of the employee recorded with the Company.

Employees expecting to be away from home during the layoff shall arrange a method of contact. An employee being recalled must signify his intention to return to work within four (4) days after the notice has been sent out and shall return within a further three (3) days unless some other arrangement is made satisfactory to the Company.

Employees who have failed to respond to recall for a legitimate reason which can be substantiated if required will be deemed to have complied with recall.

When layoff/recall above has been implemented, crews will be scheduled from those employees responding to recall prior to start up. Late returning employees will be slotted into crews as their seniority dictates when updated schedules can be made up.

- c) If a reduction in operation of known duration should occur in one or more departments and a layoff should result, the normal recall provisions may be waived provided all employees affected are notified by posting at least one week in advance of the shutdown, of the date of shutdown and start-up dates with their shift of recall.

Areas not affected by the reduction in operations requiring scheduled manning or work required by the Company will be subject to the layoff provisions of this Agreement.

Employees affected in the above layoff will be recalled on their regular shift schedules as if a layoff had not occurred.

## **Article 13 – LINES OF PROGRESSION**

**13.01** The Company has the right to modify and/or eliminate any of the Lines of Progression at any time. Employees who are displaced as a result of such modification or elimination will be dealt with in accordance with the provisions of Articles 12.06 to 12.08 and 13.02.

- 13.02 a)** Permanent vacancies in lines of progression will be filled by movement in the line as set out herein. With respect to lines of progression other than crane lines of progression, the vacancy thus created at the bottom of the line shall be filled by posting the entry level positions in each line of progression. Should there be no applicants for the entry level position(s), the Company shall assign the junior (plant seniority) non-posted employee(s) from the Spareman classification within the department to the position(s). Job seniority in a line of progression will accrue commencing the date of successful posting or assignment to a job within the line of progression.

The position of Spareman is not part of any line of progression. Employees in this position may be used to fill temporary vacancies in accordance with Article 14, and permanent vacancies in accordance with this Article 13.02(a) and Article 15.01(a).

The Company agrees that, in order to fill vacancies of a temporary nature, training will be provided to employees, in order of Job Seniority but first to employees who wish to progress to the next highest job in the line of progression.

Training will be provided as time and resources are available, and it is understood and agreed that the Company is not required to provide training on overtime.

- b) Employees in a vertical line of progression will progress and regress through such line of progression in accordance with their job seniority.

### **13.03**

The lines of progression and promotional ladders will not apply to the Trades group of employees or to production employees not assigned to a line of progression, except as hereinafter provided.

### **13.04**

Vacancies for permanent positions, other than entry level positions, that are required to be filled in a vertical line of progression shall only be filled by employees in the specific line of progression. The senior person (job seniority) in the job immediately below the vacancy shall be entitled to move up to fill the vacancy, with those below progressing in the line in the same manner as required to fill resultant vacancies. If the senior employee(s) at each level in the line of progression decline(s) the move, the employee at that level with the least amount of job seniority will be required to move up to fill the vacancy.

For the purposes of this Article 13.04, and for the purposes of Article 14.01, Article 15.01, Article 15.03 and Article 16.01, the normal requirements of a job will be as described in the Job Description prepared pursuant to the Co-Operative Wage Study (C.W.S.) as referenced in Article 26.01 of this Collective Agreement, as such Job Description may be amended from time to time.

During vacancy filling procedures, other than vacancies for Crane Operators, the Company may assign an employee(s) to the vacancy(ies) from any of the employees designated as Spareman from within his department provided he has the ability to perform the normal requirements of the job and only until the appropriate employees can advance in accordance with this Article 13.04. If there are no employees designated as Spareman who have the ability to perform the normal requirements of the job, the Company may assign another employee(s) to the vacancy(s) for a period of up to thirty (30) days, or longer as the Company and the Union may agree, provided he has the ability to perform the normal requirements of the job for the temporary period.

### **13.05**

Employees who are unable to progress or remain in their present jobs due to a functional disability, will be considered for an accommodation by applying to the Modified Work Committee, in accordance with the Modified Work Program (Letter 27 of this Collective Agreement).

### **13.06 Cranes**

The Steelmaking Crane line of progression is a vertical one and people progress and regress through this line based on their job seniority. The current line of progression is illustrated in this Collective Agreement.

In the Rolling Mill and the Shipping Crane lines of progression people progress and regress through these lines based on the application of their job seniority to operate a specific crane. The current lines of progression are illustrated in this Collective Agreement.

It is understood and agreed that the three crane lines of progression shall operate in the manner described below.

- a) The classification of Crane Replacement Operator is the entry level position in each crane line of progression. Employees in this position may be used to fill temporary vacancies within their department in accordance with Article 14, and permanent vacancies in accordance with this Article 13.06. Crane Replacement Operators may be assigned to work on the ground in their department provided:
  - i) They shall at no time move beyond the entry level position, and
  - ii) They have completed training in at least two (2) of the cranes in their department. For clarity, in the Shipping department, NO 25 Crane must be one of the cranes the Crane Replacement Operator is trained in, or
  - iii) Extraordinary circumstances beyond the Company's control require the Crane Replacement Operator to temporarily work on the ground (e.g. Production will shut down)

Crane Replacement Operators shall be paid the rate of pay for the job performed.

- b) All Crane Operators and Crane Relief Operators are considered to be part of a line of progression with all moves made laterally or vertically as described in this Article 13.06. Permanent vacancies in any of the Rolling Mill or Shipping crane positions shall be filled in the following manner:
  - i) When a permanent vacancy exists for a Crane Operator or Crane Relief Operator in the Rolling Mill or Shipping Crane line of progression, Crane Operators in their respective lines shall be given the first opportunity to fill the vacancy based on job seniority. The resulting vacancy shall be filled in the same manner until all of the Crane Operators have been given the opportunity to bid for vacancies in other positions within their crane line of progression.
  - ii) Once the remaining vacancy is determined, the Crane Replacement Operator with the most job seniority in the Crane Replacement Operator position in the department shall be assigned the vacancy.
  - iii) It is further understood that, in the event of a reduction in the number of Crane Operators (including Relief Operators) in either the Rolling Mill Crane or Shipping

Crane line of progression, Article 13.02 (b) shall not apply. Instead, once the Company has determined the number of Crane Operators (including Relief Operators) that are to be displaced, the remaining Crane Operators (including Relief Operators) shall apply their job seniority to bid on the remaining positions. Crane Operators that do not have enough seniority to remain in a Crane Operator or Relief Operator position shall move to the Crane Replacement Operator position. Crane Replacement Operators displaced by this process shall revert to the Spareman position.

- c) Permanent vacancies within the Steelmaking Crane line of progression shall be filled in the following manner:
  - i) The senior person (job seniority) in the job immediately below the vacancy shall be entitled to move up and fill the vacancy, with those below progressing in the line in the same manner as required to fill resultant vacancies. If the senior employee(s) at each level in the line of progression decline(s) the move, the employee at that level with the least amount of job seniority will be required to move up to fill the vacancy.
  - ii) The Crane Replacement Operator with the most job seniority in the Crane Replacement Operator position in the Steelmaking crane line of progression shall be assigned the remaining vacancy in the entry level crane in the department.
- d) During permanent vacancy filling procedures in any crane line of progression, the Company may assign an employee to a vacancy from any of the employees designated as Crane Replacement Operator from his department, provided he has the ability to perform the normal requirements of the job.
- e) If there are no employees designated as Crane Replacement Operators who have the ability to perform the normal requirements of the job, the Company may assign another employee from a crane line of progression to the vacancy for a period of up to thirty (30) days, or longer as the Company and Union may agree, provided he has the ability to perform the normal requirements of the job for the temporary period.
- f) Permanent vacancies for Crane Replacement Operator shall be posted as per Article 15. Should there be no applicants the Company shall have the right to hire Crane Replacement Operators from outside.
- g) It is agreed that where two cranes from two different lines of progression operate on the same track and a vacancy exists, the crane that is manned will also temporarily perform the duties of the other crane to the extent possible until the vacancy is filled. It is further agreed that, should the operational requirements dictate, the supervisor will have the right to direct the cranes to meet the requirements of the Company.

#### **Article 14 - FILLING OF TEMPORARY VACANCIES IN A LINE OF PROGRESSION**

*The intent of this Article 14 is to provide the means to fill temporary vacancies in lines of progression where the applicable department is producing. As such, the Company will not be required to fill vacancies on non-producing shifts.*

a) **HOW TO FILL TEMPORARY VACANCIES IN LINES OF PROGRESSION OTHER THAN CRANE LINES**

- i) Vacancies of a temporary nature shall be filled by the senior person in the line of progression on the crew in the job immediately below for a period of up to ten (10) calendar days, whenever possible. If the Company has prior knowledge the vacancy is to last longer than ten (10) calendar days, but less than forty-five (45) calendar days, the vacancy shall be filled in this same manner and the senior person from the line of progression in the job immediately below will also be paid at the higher rate. The resulting vacancy at the bottom of the line shall be filled by a Spareman on shift. If a vacancy cannot be filled in the manner above because of an inability of an employee in the line of progression to move, a Spareman may fill a resulting vacancy above the entry level position.
- ii) A Crane Replacement Operator who is not required to operate a crane may be assigned, in accordance with Article 13.06, to fill a temporary vacancy in a ground line of progression, but only in an entry level position.
- iii) Any vacancy that cannot be filled by a Spareman or Crane Replacement Operator in the manner described above, will be filled in accordance with Article 25, Overtime Opportunities.
- iv) When a temporary vacancy is expected to extend beyond forty-five (45) calendar days and less than fifty-two (52) weeks, the senior person (job seniority) in the job immediately below the vacancy shall be entitled to move up to fill the vacancy, with those below progressing in the line in the same manner as required to fill resultant vacancies. If the senior employee(s) at each level in the line of progression declines the move, the employee at that level with the least amount of job seniority will be required to move up to fill the vacancy.
- v) When a temporary vacancy is expected to extend beyond forty-five (45) calendar days and less than fifty-two (52) weeks in a line of progression that allows for movement horizontally based on the application of job seniority the affected employees will be given the opportunity to apply their job seniority to move within their line of progression to fill the temporary vacancy.

When the need to fill temporary vacancy ends, all of the moves shall be reversed, and the employees will regress down the line of progression in the same manner in which they progressed upwards.

- v) When the Company has prior knowledge that a vacancy is expected to exceed fifty-two (52) weeks it will be considered a permanent vacancy and will be filled in accordance with Article 13 and 15 of this Collective Agreement.
- vi) Where a temporary vacancy is caused by a vacation, the time limit of ten (10) calendar days will be waived and the position will be filled by the next senior person on the crew until the vacationing employee returns. Otherwise, the same rules as set out above for the filling of temporary vacancies will apply.

- vii) The term crew as used herein shall mean the employees from a line of progression reporting to a shift supervisor.

The term production unit refers to any of the major areas of the plant as follows:

- i.e.     Steelmaking  
          Structural Mill  
          Bar Mill  
          Warehouse/Shipping

**b)     HOW TO FILL TEMPORARY VACANCIES IN CRANE LINES OF PROGRESSION**

The same timeframes listed in 14 (a) (i), (iv) and (v) above shall be used to define the temporary vacancy below and the appropriate method of filling the vacancy shall be applied accordingly. For clarity, the timeframes are; up to ten (10) days, ten (10) to forty five (45) days and greater than forty five days (>45) but less than fifty-two (52) weeks. The ten (10) day limit does not apply to vacancies created by vacation.

**i)     STEELMAKING CRANE LOP:**

1. first promote upline to extent possible.
2. fill resulting vacancy with Steelmaking Crane Replacement Operator provided he has the ability to perform the normal requirements of the job as outlined in this Article.
3. if vacancy still not filled, the Company may utilize a Crane Replacement Operator from another department in accordance with Article 14 (b)(iii) below.
4. if vacancy still not filled, exhaust overtime equitability list in accordance with Article 25, Overtime Opportunities.

**ii)    ROLLING MILL OR SHIPPING CRANE LOP:**

1. first fill vacancy with department Crane Replacement Operator provided he has the ability to perform the normal requirements of the job as outlined in this Article.
2. if vacancy still not filled, the Company may utilize a Crane Replacement Operator from another department in accordance with Article 14 (b)(iii) below.
3. if vacancy still not filled, exhaust overtime equitability list in accordance with Article 25, Overtime Opportunities.

**iii)   Crane Replacement Operators can be used in another Crane line of progression, provided he has the ability to perform the normal requirements of the job, but only under the following conditions:**

1. there are no vacancies required to be filled in his own line of progression and,
2. he has been trained in at least two (2) cranes in his own department, or,
3. extraordinary circumstances beyond the Company's control (e.g. Production will shut down).



c) **GENERAL**

- i) Temporary vacancies in the Spareman or Crane Replacement Operator position will not be required to be filled.
- ii) Should any temporary vacancy become permanent it will be filled in accordance with Articles 13 and 15 of this Collective Agreement.
- iii) In the event there is a temporary vacancy and the senior person is unavailable due to compensation, sickness, or accident, or vacations, including leave of absence, the next senior person will fill the vacancy until the senior person returns.
- iv) Once the requirement for the temporary vacancy ends, all of the moves shall be reversed.

Vacancies to be filled by shift transfers shall be made at the end of the completed work week.

**Article 15 – JOB POSTINGS**

15.01

- a) Except for the positions of Crane Operator and Spareman, vacancies in existing or new jobs which are recognized as permanent type jobs that are not filled through movement within the lines of progression, will be posted on the plant bulletin boards for seven (7) calendar days including the day the notice is posted. During this period employees may make application in writing for transfer to the posted job. Applications can be obtained from and, once completed, returned to the Gerdau Court Security Office within the notification period. The employee with the greatest amount of plant seniority will be given the job.

Employees currently occupying a Trade and Craft position are not eligible to apply for any other position unless specifically agreed to between the Company and the Union Negotiating/Grievance Committee.

Employees absent due to illness or accident who are expected to return to work will be informed in writing of any vacancy posted during the absence. Employees applying for vacation or leave of absence must indicate on the request form the desire to apply for any specific jobs that may be posted during their vacation or leave of absence.

A production employee who receives a transfer through the job posting procedure will not apply again until seven (7) consecutive months have elapsed, except to apply for a Trade and Craft Apprenticeship. Permanent postings not lasting seven (7) months will be treated as temporary, and all movements made associated with the posting will be reversed.

The most senior employee from the list of applicants will be installed in their new job within thirty (30) days, unless specifically agreed to between the Company and the Union Negotiating/Grievance Committee. In the case of Trade and Craft vacancies, successful applicants will be determined by job seniority.

If no successful applications are received from seniority employees, the Company will fill the vacancy with the junior Spareman from within the department.

During posting and vacancy filling procedures, the Company may assign a Spareman from within the department to the vacancy(ies), for a period not to exceed 30 Calendar Days, in accordance with Article 23 of this Collective Agreement, provided he has the ability to perform the normal requirements of the job.

- b) The Company will develop comprehensive job related tests applicable to the posting for the filling of a vacancy in mould set-up. Employees applying for Crane Replacement Operator vacancies will be given a depth perception test to determine their suitability.

In posting Trade and Craft or assigned maintenance jobs, the requirements will be that the successful applicant will have served a Government recognized apprenticeship with a current certificate of qualification and be able to demonstrate the ability to utilize the equipment involved in the job description. However when posting for the position of Welder/Fitter the requirements will be that the successful applicant will be able to provide proof of related employment experience for a period of not less than five(5) years, be able to demonstrate the ability to utilize the equipment involved in the job description and be required to successfully complete the applicable Canadian Welding Bureau test.

## **15.02**

All applicants for a posted job will be advised via the Company bulletin boards of the selection within ten (10) days after the final date of the posting. A copy of the posting, the applicants and the successful applicant will be forwarded to the Union.

## **15.03**

New Production employees, other than those hired as Crane Replacement Operators in accordance with Article 13.06 e), shall be designated as Sparemen and shall be assigned to a specific department as required. Job seniority shall not accumulate in this Spareman job. Except for vacancies in Skilled Trades or Crane Operator positions, the Spareman position can be applied to fill temporary vacancies as required by the Company in accordance with Articles 14.01 and 16.01, by employees with the ability to perform the normal requirements of the job. A Spareman assigned to a job other than the Spareman position for a shift shall receive the rate for that job. Transfers to other shifts will only be made at the end of the completed work week.

It is agreed that permanent or temporary vacancies will not be filled by a succession of Sparemen in order to avoid the requirement to properly post or otherwise fill the vacancy in accordance with other provisions in this Collective Agreement.

For the purpose of regression for all incumbents the Crane Line of Progression will remain as it was prior to February 27, 1988.

## **Article 16 – TEMPORARY POSTINGS – JOBS NOT IN A LINE OF PROGRESSION**

### **16.01**

Production jobs which are not in a line of progression and on which a temporary vacancy is to exist for a period in excess of thirty (30) working days shall be filled as follows:

- a) The job will be posted on the Plant Bulletin Boards for four (4) days exclusive of weekends.
- b) The senior employee among those applying will be given the job.
- c) An employee receiving a temporary posting in accordance with Article 16, shall, when displaced by the returning employee, return to the job he previously held with full accumulated plant and job seniority.

Where an employee, in a line of progression, is applying for a temporary vacancy, at least one (1) employee per progression line will be released to fill such temporary vacancies. Further employees will be released from the line when the subsequent vacancy thus created can be filled.

In all instances where the temporary position requires the operation of mobile equipment, the Company will provide the appropriate training.

An employee granted a temporary posting, may, if the absent employee has not returned at the end of a four (4) month period, exercise an option to continue in the vacancy for a period of another eight (8) months or return to his original job. If the second option is exercised, the job will be reposted in accordance with this Article.

- d) An employee filling a temporary vacancy will be allowed to apply for any permanent posting and, if successful, will be transferred to the permanent job and the temporary job will be reposted.
- e) For the purpose of vacation, the temporarily transferred employee will become the junior person in the group to which he is transferred. Should a previous holiday commitment be affected by the transfer it will become null and void and should he not receive his vacation during the temporary transfer, it will have to be rearranged upon return to his original job.
- f) Employees who have not completed the probationary period of service as set forth in Article 12.01 of this Agreement will not be allowed to make application.
- g) If there are no applications for the job, the Company reserves the right to fill the vacancy with the junior Spareman in the department.

- h) Employees classified within the Trades Group are excluded from the above provisions and shall not be permitted to apply for these positions.

During posting and vacancy filling procedures, the Company may assign an employee(s) to the vacancy(ies), for a period not to exceed 30 Calendar Days, in accordance with Article 23 of this Collective Agreement, provided he has the ability to perform the normal requirements of the job.

## **Article 17 – LEAVE OF ABSENCE**

*Requests for Leaves of Absence shall be made on a Scheduled Leave form, provided by the Company, as found in LETTER NO. 56.*

### **17.01**

- a) An employee may be granted leave of absence by the Area Manager for personal reasons not to exceed sixty (60) consecutive days. Vacation requests will supersede leave of absence commitments should they conflict where the leave of absence was granted prior to April 30th. An employee accepting other employment while on leave of absence for personal reasons as provided for in this Article 17.01 (a) will lose all seniority and have his services terminated. Consideration for leave of absence will be based on an objective review of the employee's work and attendance record, the degree of need implied and will not be unreasonably withheld.
- b) Employees with five (5) or more years of seniority who wish to further their education, may make application for a leave of absence without pay or benefits for up to a maximum of one (1) year for that purpose.
- c) Notwithstanding the above, employees with twenty (20) or more years of service shall be granted, upon request, a special one time leave of absence without pay or benefits for a minimum of three (3) months and a maximum of six (6) months.

All requests for leave of absence will be made on forms supplied by the Company, and a copy of the reply, whether granted or refused, will be given to the employee and one copy forwarded to the Human Resources Department. Requests for leave of absence as set out above will be made at least fourteen (14) calendar days in advance of the date when such leave of absence is required and will be answered within seven (7) calendar days, except emergency situations which will be dealt with as they arise.

Leave, when granted, will be without pay, and seniority will continue to accumulate during the absence. No payment will be made for Paid Holidays as set out in this Agreement during such leave of absence unless the employee worked at least one scheduled shift during the week in which the holiday was observed.

Employee health benefits as described under LETTER NO. 12, excluding Weekly Indemnity Benefit and Long Term Disability, may be continued at the employee's expense by providing the applicable number of post dated cheques to cover the cost

of the monthly premiums for the length of the leave granted to a maximum of one (1) calendar year.

## **17.02**

The Company will grant leave of absence, without pay to not more than seven (7) employees at any one time, who are chosen to attend Union conventions provided the request for such leave is made in advance, in writing, to the Manager of Human Resources.

- a) It is agreed that adequate leave time will be granted the Union Vice President to enable him to deal with Union matters requiring his personal attention. Such leave will be covered under the Leave of Absence procedures as outlined in this Agreement.
- b) Any leave of absence requests submitted by members of the bargaining unit for Union business and approved by the Local as such shall be deemed as official Union business.
- c) Union committee meetings that require the members of the various committees to meet with Company representatives in meetings that result in the loss of two shifts shall receive payment for both shifts from the Company.

## **17.03**

Three (3) working days bereavement leave at straight time pay will be granted an employee in the event of the death of his father, mother, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-sister, step-brother, sister, brother, grandfather, grandmother, grandchild, brother-in-law or sister-in-law and spouse's grandparents. Two (2) working days bereavement leave at straight time pay will be granted a twelve (12) hour shift employee in the event of the death of the same above family members.

Five (5) working days bereavement leave at straight time pay will be granted an employee in the event of the death of his spouse, son, step-son, daughter, or step-daughter. Three (3) working days bereavement leave at straight time pay will be granted a twelve (12) hour shift employee in the event of the death of the same above family members.

For the purpose of this clause, the terms "sister-in-law" and "brother-in-law" shall be defined as the brother and sister of the employee's spouse and the wife or husband of the employee's brother or sister.

- a) In the event that the time allowed in 17.03 should not be sufficient to allow for extended travel and time involved in arranging for, or attending the funeral, a leave of absence, without pay will be granted to cover the extra time, provided the request for such leave is made, where possible, in advance of such requirement. However, if it is not possible to make the request in advance such absence should be confirmed by the employee to his supervisor and the necessary paperwork completed upon the employee's return to work.

- b) In the event that a bereavement occurs in an employee's vacation period, he shall be granted three (3) further days, when such days can be allowed, (no impact on scheduled vacations) such days will not be paid.
- c) The Company agrees to adhere to the past practice in regards to bereavements. The Company will notify immediately the Union President of any pertinent information regarding a bereavement as outlined in Article 17.03 of this Agreement. It is also agreed that the Company (unless directed otherwise) will order and have delivered a flower arrangement on behalf of the United Steelworkers L.U. #6571 to the appropriate destination. It is further understood the Company will not be required to bear the expense of any flower arrangements, or any associated costs as outlined above.

#### **17.04**

The Company will grant leave of absence to not more than two employees at any one time, who are selected by the International Union or the National Office to serve as a full-time paid staff officer subject to the following:

- a) Plant and job seniority will continue to accumulate for a maximum of three (3) years only (36 months).
- b) If the appointment is to last for more than three (3) years (36 months) the services of the employee(s) will be terminated at the expiry of the thirty-six (36) month term from the beginning of the appointment.
- c) Benefit rights and pension service credits will not be suspended during such absence.
- d) The Union agrees to assume all costs of Benefits and Pension credits and reimburse the Company on a monthly basis for the cost of such benefits and credits.

#### **17.05**

Employees who are selected to serve as Auditing Officers of the Local Union will be granted time off without pay to attend to business of the local. Not more than three (3) employees will be granted such leave at a time.

#### **17.06**

An employee subpoenaed as a disinterested third party witness or required to serve on jury duty will be paid his regular rate of pay plus any applicable shift premium for all days served that have been scheduled as work days, provided that he produces a copy of the subpoena to the Company. An employee subpoenaed or serving on a jury will be required to report to work when not required to act on the jury or report to the courtroom.

## **17.07**

The Company shall grant leave of absence to any employee who is required to serve in the Canadian Forces. Such leave will be without pay and benefits, but seniority will continue to accumulate during the absence.

## **Article 18 – BULLETIN BOARDS**

### **18.01**

The Company will provide five (5) lockable bulletin boards in the following areas of the plant: one in the Steelmaking Lunchroom, one in the Rolling Mill Lunchroom, one in the Shipping Lunchroom, one in the Central Lunchroom and one in the hall of the Locker room, for the posting of Union notices. This does not preclude the Union from continuing to use other bulletin boards which they have used in the past. Such notices will be signed by the President of the Union or his designate.

## **Article 19 – SAFETY AND HEALTH**

### **19.01 Objective**

The parties desire to maintain high standards of safety and health in the workplace and agree to co-operate in the continuing objective of developing a safe work environment by correcting unsafe conditions and unsafe acts in order to prevent industrial injury and illness.

The Company shall act in a responsible manner to ensure that safe and healthy conditions prevail within the workplace. The Company agrees to take all reasonable precautions necessary to prevent or correct situations liable to endanger the health and safety of employees.

The Company agrees to meet and, where possible exceed, the letter and intent of all applicable standards of the Occupational Health and Safety Act and Regulations in effect at the time of signing this Collective Agreement.

### **19.02 Protective Equipment**

The Company must take all reasonable precautions for the safety and health of its employees during their hours of work. All protective equipment prescribed by the Joint Safety and Health Committee, and first aid kits, must be provided by the Company.

### **19.03 Safety and Health Committee**

The Company recognizes a Joint Safety and Health Committee comprised of the following:

1. Four representatives from the bargaining unit. In the event of absence of a regular member of the permanent Safety and Health Committee, the Union may provide an alternate. Three (3) members of this Committee including the Co-Chair will be trained as Certified Members under the O.H.S.A. of Ontario.
2. Four representatives from the management as appointed by the Company, including permanent representation by the Manager of Health, Safety and the Environment. In the event of absence of a regular member of the permanent Safety and Health Committee, the Company may provide an alternate. Two members of this Committee will be trained as Certified Members under the Occupational Health and Safety Act of Ontario.
3. In addition to the aforementioned Union Safety and Health Committee members, the Union may appoint or otherwise select a safety representative on each operating shift who may discuss on-shift problems with his immediate Supervisor. Unresolved matters arising from such discussion will be reported to the regular members of the Union Safety and Health Committee. A list of said representatives will be provided to the Company to ensure their recognition.

The format of Safety and Health Committee meetings and the manner in which the Committee members carry out their functions in meeting its objectives shall be determined by the Committee members. The members of the Committee agree to co-operate in developing safety and health programmes. Both parties agree to inform the other by letter of the names of their representatives to the Joint Safety and Health Committee.

#### **19.04 Joint Safety and Health Committee Meetings**

The committee will meet monthly to discuss matters related to safety and health. The Union representatives on the committee will be paid for time spent at the meeting.

Each month on the day of the meeting the members of the Committee will review housekeeping and safety in all departments of the plant. A written report of plant status in these respects will be compiled with particulars of unsafe conditions or practices being highlighted. A copy of this report will be provided to all departments and committee members.

#### **19.05 Minutes of the Meetings**

Minutes of all safety and health meetings shall be furnished to Committee members by the Company.

#### **19.06 New Employees**



Every new employee hired by the Company shall be given instruction on the Company's Safety and Health Programme as part of new employee orientation.

An opportunity will be given to the Union's Safety and Health representative to meet with the new employee on joining the crew to highlight the Union concerns and involvement in plant safety.

#### **19.07 Environmental Health and Safety**

Should any tests or surveys be made by any branch of Government, at either the request of the Company or Union representatives, the results of any such test or surveys shall be made available to the Chairman of the Union Safety and Health Committee.

#### **19.08 Ambulance Calls**

The Company shall inform the Chairman of the Union Safety and Health Committee of any ambulance call involving any employee of the Company.

#### **19.09 Review**

The Joint Safety and Health Committee shall hold a review of progress once every six months on all phases of the Safety and Health Programme.

#### **19.10 Accident Investigation**

A Board of Inquiry consisting of the Union Safety and Health Committee, the Union President, a Superintendent and Safety Co-ordinator, shall investigate all accidents involving fatalities and disabling injuries as soon as possible. A copy of the results of such investigation will be furnished to the Union Safety and Health Committee.

#### **19.11 Right to Refuse Unsafe Work**

An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy, shall inform the supervisor of their refusal to perform said work. The supervisor shall comply with the procedures as set out in Section 43 of the Occupational Health and Safety Act in effect at the time of signing this Collective Agreement.

#### **19.12 Handicapped Employees**

There shall be a Modified Work Committee comprised of an equal number of representatives from the Company and from the Union.

The parties agree that, until the Modified Work Programme is in place, no employee will be accommodated outside the scope of his regular duties without prior mutual agreement between the parties.

#### **19.13 Injured Employees**

An employee injured at work and unable to continue work, will be paid for the balance of regular hours in the shift.

An employee required to work overtime and said employee being injured during the performance of said work shall be paid for the balance of the shift at the applicable overtime rate, except that this shall not exceed hours paid to the other crew members.

#### **19.14 New Equipment, Work Processes**

New equipment and/or work processes which could effect the safety of employees shall be discussed with the Joint Safety and Health Committee prior to its implementation.

It is agreed, in order to ensure a safe workplace, and in order to give the Joint Safety and Health Committee the earliest opportunity to identify hazards or unsafe situations, the Joint Safety and Health Committee must be given all the relevant information pertinent to the new equipment and/or process as soon as possible before installation or adoption of said equipment or processes. This is a requirement in order for such new equipment and/or work processes to receive the input of the Joint Safety and Health Committee.

#### **19.15 Hazardous Chemicals and Solvents**

Where the employer is currently using chemicals, solvents and compounds and when new chemicals, solvents and compounds etc., are introduced, the employer shall conform to all pertinent Federal and/or Provincial legislation. All such actions shall be accomplished through the Joint Safety and Health Committee.

#### **19.16 Forms**

The Employer shall recognize the Union Form for the purpose of safety and health recommendations. A regular procedure will be worked out by the joint committees to handle the form from the time it is turned in by the Union Safety and Health Committee until the problem is resolved.

#### **19.17 Chair - Union Safety & Health Committee**

The Company agrees that the Chair of the Union Safety and Health Committee will not be required to perform any duties associated with his job as an employee of the Company. The Company agrees to continue to pay full wages and benefits with no loss of any rights or privileges, including the accumulation of job and plant seniority, to the Chair of the Union Safety and Health Committee for the life of the Collective Agreement.

Effective March 1, 2017, the Chair of the Union Safety and Health Committee will be required to perform the duties associated with his job as an employee of the Company. The Company agrees that the Chair of the Union Safety and Health Committee will be granted twelve (12) hours per week to address matters related to worker Safety & Health provided such days are regularly scheduled working days. Such time will be mutually agreed upon by the Chair of the Union Safety and Health Committee and his Supervisor. The Chair of the Union Safety and Health Committee will work day shift following the shift pattern of his position.

#### **19.18 Safety and Health Disputes**

Any disputes not resolved by the Joint Safety and Health Committee may be dealt with as set out in this Collective Agreement.

## **Article 20 – PAID HOLIDAYS**

### **20.01**

Each employee who has completed one month's employment will be paid an allowance in the amount of his regular hourly rate multiplied by eight (8) for each of the following days:

New Year's Day  
Heritage Day (the third Monday in February)  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Eve Day (December 24<sup>th</sup>)  
Christmas Day  
Boxing Day (December 26<sup>th</sup>)  
New Year's Eve Day (December 31<sup>st</sup>)

### **20.02**

To receive payment for any of the above mentioned days, an employee will be required to have performed work on his scheduled day of work preceding and his scheduled day of work succeeding the holiday.

### **20.03**

Exceptions to 20.02 shall be made in the case of:

- a) Lay-off due to lack of work.
- b) Death in the employee's immediate family as set out in Article 17.03 of this Agreement.
- c) Permission to be absent, on either the scheduled shift before or after the holiday being granted by the Area Manager or his designate, of the Department.
- d) Long term illness or injury, excluding Workers' Compensation, in which case, the employee will be paid for the holidays which fall within one hundred and eighty (180) calendar days from the date upon which the illness or injury occurred provided he returns to work on the date which the attending physician certifies that he is fit to return, if regularly scheduled to work on that day. Should the return date be a scheduled day off, the date of return will be the first regularly scheduled day thereafter.
- e) Absent by reason of illness or accident as evidenced by a doctor's medical explanation, when required by the Company. Except as stated in (d) above. This will not apply to cases covered by Workers' Compensation.

## **20.04**

The plant will close on all statutory holidays. In the interest of minimizing production shutdowns which would affect the majority of employees, it may be necessary to perform certain maintenance repairs on statutory holidays. Such work will be performed on a voluntary basis.

It is understood that on all statutory holidays, maintenance journeymen will be required for necessary maintenance surveillance. The following procedure will be applied:

- i) The maintenance journeymen on regular shift schedule will "if they desire", complete their schedules. If there is more than one journeyman on shift the overtime equitability list will determine who gets the overtime opportunity.
- ii) If they decline, the opportunity will then be offered as overtime to the maintenance journeymen qualifying according to the overtime equitability list.
- iii) Failing an acceptance from this group, volunteers will then be requested.
- iv) Should there be no volunteers, qualified junior job seniority maintenance journeymen will then be assigned.

## **20.05**

Any employee who works on any of the days referred to in 20.01 will be paid the overtime rate of time and one half in addition to any holiday pay to which he may be entitled. Such work other than that stipulated in 20.04(4) will be on a voluntary basis.

Any employee who works on the following Paid holidays will be paid at the rate of twice his hourly rate of pay:

New Year's Day  
Christmas Eve Day (December 24<sup>th</sup>)  
Christmas Day  
Boxing Day (December 26<sup>th</sup>)  
New Year's Eve Day (December 31st)

## **20.06**

Where any of the holiday's referred to in Article 20.01 fall on the employee's scheduled day off, he shall be paid at the rate of time and one-half for the first shift(s) after the said holiday(s), provided he meets the requirement of 20.02.

## Article 21– VACATIONS

### 21.01 Granting of Vacations

- a) For vacation purposes, continuous service will be calculated as of June 30th.
- b) For Employees hired prior to February 28, 2010, vacations with pay will be granted by the Company on the following basis:

Less than one year – as per the Employment Standards Act – Province of Ontario as of the signing of this Collective Agreement.

One year of continuous service	-	2 weeks
Five years of continuous service	-	3 weeks
Nine years of continuous service	-	4 weeks
Fifteen years of continuous service	-	5 weeks
Twenty years of continuous service	-	6 weeks
Twenty-eight years of continuous service	-	7 weeks

For Employees hired on or after February 28, 2010, vacations with pay will be granted by the Company on the following basis:

Less than one year – as per the Employment Standards Act – Province of Ontario as of the signing of this Collective Agreement.

One year of continuous service	-	2 weeks
Five years of continuous service	-	3 weeks
Nine years of continuous service	-	4 weeks
Fifteen years of continuous service	-	5 weeks

Employees are required to take their vacations in the year in which they become due. The vacation year will be the twelve (12) month period from April 1st to March 31st.

### Pre-Retirement Vacations

Employees hired prior to February 28, 2010 may take four (4) weeks of additional vacation immediately prior to early or normal retirement. Such employees are required to take their vacations in the year in which they become due. The vacation year will be the twelve (12) month period from April 1st to March 31st. Note: Employees hired on or after February 28, 2010 are not eligible for Pre-Retirement vacation.

Employees entitled to three weeks vacation will normally only take two weeks at a time. Employees entitled to four or more weeks, may take three weeks at a time if they so request. Where an employee is entitled to more than two weeks of vacation and wishes to take those weeks consecutively, he should make application to the Area Manager, and, where possible such application will be granted. Salaried personnel will not be included in the scheduling of bargaining unit vacations.

Notwithstanding the foregoing, employees may make application for single days of vacation on minimum of twenty-four (24) hours advance notice. Whenever possible, a response to the single day vacation request will be provided before the end of the shift in which the request is made.

If a single day vacation request(s) is made on or before April 15<sup>th</sup> in accordance with the provisions of Article 21.03, it will be responded to in the same manner as and within the time limits applicable to regular vacation requests submitted pursuant to that Article 21.03. It is understood that regular vacation requests submitted will take priority over single day requests.

In addition, employees on twelve (12) hour shifts may make application for single shift vacations on a minimum of twenty-four (24) hours advanced notice. Whenever possible, a response to a single day vacation request will be provided before the end of the shift in which the request is made.

## **21.02 Vacation Pay**

- a) Pay for vacations shall be at the rate of two percent (2%) of an employee's earnings for each week of vacation to which the employee is entitled. Such earnings shall be calculated for the twelve months ending June 30th in the year in which the vacation occurs.
- b) If an employee has a minimum of 1500 hours in the vacation year, he shall be paid for 40 times his regular hourly rate or two percent (2%) of his earnings for each week of vacation to which he is entitled, whichever is greater.

Effective February 28, 1994, pay for each week of pre-retirement vacation shall be 40 times his regular hourly rate, plus vacation bonus. Note: Only employees hired prior to February 28, 2010 are eligible for pre-retirement vacation.

Employees on weekly indemnity or Workers Compensation benefits who have 1,000 hours but less than 1,500 hours will be paid a minimum of forty (40) hours straight time pay per week for each week of vacation entitlement as years of service dictate.

- c) Employees who have more than one (1) month, but less than one (1) year of continuous service as of June 30th, will be entitled to an allowance of four percent (4%) of earnings up to June 30th for vacation pay.
- d) If a paid holiday, as set out in Article 20.01 occurs during an employee's vacation, his first regularly scheduled shift after his vacation will be observed as the holiday. An employee who wishes to work this shift shall state his intentions on his vacation request. Provided the employee has been granted permission by the Company to do so, this shift when worked shall be paid at the applicable overtime rate.
- e) Employees will receive their earned vacation pay on their regular pay day prior to leaving on their vacation and such vacation pay will be only for the amount of vacation taken at that time.

- f) An employee will receive an additional payment equal to a percentage of his vacation pay as calculated in Article 21.01 in respect to the length of vacation dependent upon the month when each such week of vacation is taken as follows:
- i) During the weeks outside of Prime Time 50%
  - ii) During the weeks of Prime Time 40% (Note – Employees hired on or after February 28, 2010 are not eligible for the 40% Prime Time Vacation Bonus).

Prime time, for the purposes of this Article, is defined as the period commencing on the second Sunday in June and continuing for a period of fourteen (14) weeks.

The above will not apply to any employee who has not completed one year of continuous service as of June 30th in any year.

### **21.03 Request for Vacations**

*Requests for vacation shall be made on Scheduled Leave forms, provided by the Company, as found in LETTER NO. 56.*

- a) In order to apply plant seniority, employees' requests for vacations must be submitted in writing on the above-noted form to the Area Manager not later than April 15th in the year in which the vacation occurs.

If, because of a conflict of dates, the employee cannot be granted the vacation time requested, the vacation request form will be returned to the employee marked "denied".

At the same time, the Company must provide employees with a vacation schedule indicating weeks already assigned to senior employees.

The employee will then re-submit a vacation request form no later than May 1st. This second request will be treated as though submitted before April 15th.

Requests received not later than April 15th must be answered by the Friday next following May 15th.

- b) Employee's vacation request submitted after April 15th shall not conflict with requests granted previously and shall be mutually agreed upon between the employee and the Company, provided that, after October 1st, any employee who has not requested his due vacation shall have such vacation assigned. The Company shall post notices by September 15th of each year reminding employees to request any outstanding vacation entitlement.

### **21.04 - Maintenance Department Vacations**

It is agreed that for the duration of this Collective Agreement, the Steelmaking Maintenance Department will be recognized as operating as two crews and the Rolling Mill Maintenance Department will be recognized as operating as two crews. As such, at

least two people from each crew in each Trade and Craft will be allowed to take vacations at the same time, except where there are less than seven (7) employees in a Trade and Craft group, in which case, at least one (1) employee from each crew in each Trade and Craft shall be allowed to take vacation at any one time. Where there are less than seven (7) Janitors, at least one (1) employee shall be allowed to take vacation at any one time. For purposes of scheduling vacations in the Stores Department, it is recognized that the positions of Storesman and Receiver are separate; therefore, the Receiver is not to be included in the count of Storesmen. As such, where there are less than seven (7) Storesmen, at least one (1) employee shall be allowed to take vacation at any one time. Vacations shall be based upon plant seniority, where any conflict of vacation dates shall be decided on plant seniority depending upon the sequential number list.

The exception to the above is for the period beginning one week prior to the summer shutdown to and including one week after the summer shutdown, to a maximum of four weeks, when at least one person per Trade and Craft from each Department will be granted vacation.

### **21.05 Vacations During Prime Time - Production Units**

Prime time, for the purposes of this Article 21.05, and Article 21.06, is defined as the period commencing on the first Sunday in June and continuing for a period of sixteen (16) weeks.

Two consecutive weeks of prime time vacation will be arranged for eligible employees who so request, based on plant seniority among employees in each line of progression from each crew. Where there is a conflict of vacation dates, plant seniority based on the sequential number listing will be the governing factor.

The term "crew" as used herein shall mean the employees in an off line job or a line of progression from a Production Unit that are working an eight (8) hour shift schedule on days, afternoons or nights, or, a twelve (12) hour schedule on days or nights

For each crew, the number of employees allowed vacations at any one time within lines of progression, shall be as follows: for crews not exceeding six (6) employees, the allocation shall not be less than one (1) per crew. For crews with seven (7) to twelve (12) employees inclusive, the allocation shall be not less than two (2) per crew. The same principle of application shall be applied for each additional multiple of seven (7) or a portion thereof.

For purposes of vacation scheduling and determining the number of employees allowed to take vacation at any one time, the following exceptions shall apply to the previous paragraph:

- a) Steelmaking Sparemen shall be considered part of the Ladles Line when determining the allocation per crew;
- b) The Reheat Furnace Line will include as one (1) group, the Bar Mill and Structural Mill Heaters, Bar Mill and Structural Mill Heater Helpers, and Rolling Mill Sparemen when determining the allocation per crew;



- c) Rolling Mill Services shall include two (2) groups, the first of which includes those employees working an eight (8) hour schedule and the second group includes those employees working a twelve (12) hour schedule. In the first group, up to three (3) employees shall be allowed to take vacation at one time. In the second group, at least one (1) employee per crew shall be allowed vacation at any one time;
- d) The Shipping/Warehouse Sparemen shall be considered part of the Shipping Line of Progression when determining the allocation per crew.

As noted in Article 13.06, Crane Replacement Operators are part of their respective Department Crane Line of Progression.

### **21.06 Vacations Outside Prime Time, Production Units**

Vacations, based on plant seniority, must be arranged on as broad a base as possible. The number of employees allowed vacation outside prime time must not be less than those in 21.05.

### **21.07 Production Vacation Shutdowns**

- a) The Company shall inform the Union Negotiating/Grievance Committee by March 30<sup>th</sup> of each year, if a vacation shutdown will be scheduled in any Production Unit and the planned dates for same. In the event vacation shutdowns are scheduled in any Production Unit such shutdowns shall be of a two consecutive week period and will be within a ten (10) week period including July and August. The Company will also have the ability to schedule a third week of vacation shutdown for any department and this week must include Christmas Day. The Company shall inform the Union Negotiating/Grievance Committee by March 30<sup>th</sup> of each year if they will be scheduling this third week of vacation shutdown.
- b) The Company will determine if any production or crane operator work is required to be performed in the Steelmaking or Rolling Mill departments. Once this work is determined, the Steelmaking and Rolling Mill departments will post within their respective department by the second Friday in May for the adequate number of employees required to have the work performed. In order to be a successful to the posting(s), preference will be given to employees who are able to work the entire shutdown period. For the two (2) week summer shutdown, if there are still vacancies, employees able to work at least one (1) week of the shutdown period will be awarded the vacant positions. The employees with the greatest amount of plant seniority in the department shall be awarded the positions being posted for. If there are still vacancies, the applicable number of junior plant seniority employees will be assigned to work. For LOTOTO purposes, only one successful applicant from each area of the department will be required to have been trained, or shall be trained, in LOTOTO verification. The results of this process shall be posted no later than the last Friday in May.

Employees with less than one year of continuous service, or employees with no vacation entitlement remaining after approved or assigned vacation, shall be afforded the opportunity during the vacation shutdowns, as per Article 21.07 a), to perform additional work to that above, within their department, or take a leave of absence.

If, due to factors beyond the control of the Company, the scheduled dates for a planned Production Unit summer vacation shutdown require change, the Union Negotiating/Grievance Committee must be advised of the revised dates no later than the second Friday in May.

In this event all rescheduling of vacations must be completed by the last Friday in May in accordance with Article 21.05.

- c)
  - i) If the announced vacation shutdown is changed as set out in 21.07(b) above, original requests must be honoured if so desired by the employee as if the original vacation shutdown had taken effect.
  - ii) If employees take their vacations according to (i) above, they must be afforded the opportunity to perform any available work within their department during the revised shutdown period subject to plant seniority.
  - iii) When the Company schedules a third week of vacation shutdown in accordance with a) above, Maintenance tradesmen shall not be assigned vacation if there is any applicable maintenance work to be performed.
  - iv) Employees with less than three weeks vacation entitlement shall be afforded the opportunity during the Christmas shutdown period, subject to their plant seniority, to perform any available work within their department or take a leave of absence.
  
- d) Due to the fact that the Shipping Department does not undergo a summer shutdown as in other production departments, and in order to facilitate vacations during Prime Time, the Shipping Department will operate on a reduced manpower schedule for a period not to exceed two weeks, in the following manner:
  - i) When the Company announces the dates for the summer shutdown in accordance with Article 21.07, that includes either mill, the Company may select a period that coincides with a Rolling Mill shutdown to operate the Shipping Department on a reduced manpower day-shift schedule.
  - ii) All Shipping personnel will be scheduled on vacation for the duration of the Rolling Mill shutdown period that has been selected by the Company, except for the number of employees required to operate the Shipping Department on the reduced manpower day-shift schedule. Employees wishing to work shall make application based on plant seniority to fill the required positions. In the event the Company does not receive sufficient applications to fill the required number of positions during this period, the Company will assign junior employees to fill the required positions.

## **21.08 Surrendered Vacations**

It is agreed employees with more than three (3) weeks, or in the case of a twelve hour shift worker, one hundred and twenty (120 hours), of vacation will have the ability to

surrender excess vacation entitlement on an annual basis. All requests for surrender of vacation must be submitted to the employee's Supervisor before April 15<sup>th</sup> of the year the vacation is due.

An employee wishing to surrender vacation weeks, or in the case of a 12 hour shift worker, hours, for cash will complete a Vacation Alternative Request form, indicating the number of weeks (or hours) he wishes to surrender and submit this request to his Supervisor for processing. The Supervisor will review and forward to the Department Manager for approval. Such request will be answered within fourteen (14) calendar days.

If approved, payment for those weeks or hours so surrendered shall be made in the first pay week in July of the year in which the vacation is due. A bonus rate of 50% of the applicable vacation pay shall be applied and paid at that time.

Once payment has been issued, the employee will not be eligible to apply for or take any of this vacation entitlement.

The Union President will be provided via e-mail with an electronic copy of the Vacation Alternative Request forms that are submitted to the company.

## **Article 22 - CALL-IN PAY**

### **22.01**

An employee who is called in to work outside his regular working schedule of hours shall receive not less than the equivalent of four (4) hours pay at the overtime rate of time and one half. This will not apply to previously assigned overtime work.

## **Article 23 – HOURS OF WORK**

### **23.01**

- a) The work day for the purpose of Article 23 shall be the twenty-four (24) hour period beginning with the time the employee's shift is scheduled to commence. The standard times for the commencement of eight-hour shifts will be Midnight, 8:00AM, and 4:00PM and for the commencement of twelve-hour shifts will be 8:00AM and 8:00PM.
- b) Within 30 days of ratification of the Collective Agreement, a vote will be held to determine if Bargaining Unit employees wish to have the standard shift commencement times altered. Employees will have the option to vote for shift start times of 6:00AM, 7:00AM OR 8:00AM. Whichever start time gains the most votes from the employees in the affected area will be the new agreed to start time.

The following groups will vote together for the purposes of determining their shift commencement times:

Group 1 – Furnace LOP, Caster LOP, Ladles, Melt Shop Cranes, Melt Shop Shift Maintenance, Melt Shop Spareman, Billet Yard LOP, Scrapyard

Group 2 – Melt Shop Maintenance steady day shift

Group 3 – Refractories

Group 4 – Billet Yard days and afternoons

Group 5 – Reheat Furnace, Rolling Mill LOP, Production LOP, Rolling Mill Cranes, Rolling Mill Shift Maintenance, Rolling Mill Spareman

Group 6 – Rolling Mill Maintenance steady day shift

Group 7 – Shipping LOP, Shipping Cranes, Shipping Spareman

Group 8 – (Employees in this group make a declaration for their start time as these jobs are stand alone)\_Mould Setup, Roll Shop Utility, Shear Blade Expediter, Guide Builder, Guide Grinder, Scrap Yard steady day shift

In the event that any of the groups listed above have their shift schedule changed from a 12 hour rotation to an 8 hour rotation (or vice versa), the affected employees will be afforded the opportunity to vote again on their shift commencement times.

If a vote as described above results in the shift commencement times being altered, any reference in this Collective Agreement to the start times stated in Article 23.01 a) shall be deemed altered to reflect the new agreed to start times (eg-start of a Paid Holiday). The parties agree to meet and discuss any disputes that arise as a result in any change of shift commencement times. Should the parties not be able to agree on a resolution, the dispute will be resolved as laid out in this Collective Agreement.

The work week shall be the seven (7) day period commencing Sunday at 12:01 a.m. and ending seven (7) calendar days later (i.e. 168 hours later).

## **23.02**

The regular work day shall be eight (8) hours of work in a twenty-four (24) hour period.

## **23.03**

The regular work week shall be five (5) regular work days within a work week. Once an employee commences work on a particular scheduled work week consisting of five (5) regular work days in a seven (7) day period, that work week must be completed before another work week can start. Any changes in schedules or shifts must be made at the end of the completed work week.

## **23.04**

Employees who are or may be scheduled on a seven (7) day continuous schedule shall have their work week commence on Sunday. Before any general change is made in shift schedules or any changes to starting and quitting times, the matter must be brought to the Union's attention to provide them with an opportunity for input. Except in cases of

emergency, seventy-two (72) hours notice shall be given of any general changes in shift schedules.

**23.05**

Employees must be allowed a minimum of two (2) fifteen (15) minute paid rest periods, and a minimum of thirty (30) minutes of continuous paid time off the job for lunch, and such lunch period must be taken before the completion of five (5) hours of work. It is understood that the lunch and rest periods outlined above are based on an eight (8) hour shift.

**23.06 Production Scheduling**

The Company may schedule the work week as a continuous operation for any and all employees:

During a seven day continuous shift system, the shift rotation systems previously in effect will be used. It is agreed that if, within the terms of this Agreement, a fifteen or less turn production shift is required, it shall be worked on a Monday to Friday basis.

Before some other production shift system than that which is set out in Letter No. 15 is instituted, it must be negotiated and agreed to between the Company and the Union Negotiating/Grievance Committee, it is agreed that days off must be consecutive, and no single days off or split shifts will apply.

The scheduled weekly downday in each department will be discussed and mutually agreed upon between the Company and the Union. It is recognized that the purpose of the downday is to maximize the efficient use of our own resources for the maintenance and repair of equipment.

Should there be a need to re-schedule the weekly downday, the Company will inform the Union no later than four (4) days prior to the originally scheduled down day or the newly-scheduled downday, whichever will occur first.

It is agreed that in no event shall the Company hold more than one downday in any given work week. It is also agreed that the Company will not re-schedule any employees as a result of a change in the agreed upon scheduled downday.

Scheduled Production Downday		
Steelmaking	4 crew 12 hour	Saturday
	3 crew 12 hour	Saturday
	2 crew 12 hour	Friday
Structural Mill	4 crew 12 hour	Wednesday
	3 crew 12 hour	Monday
	2 crew 12 hour	Friday
Bar Mill	4 crew 12 hour	Wednesday
	3 crew 12 hour	Monday

	2 crew 12 hour	Friday
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### 23.07 Maintenance

a) The parties agree that all Maintenance personnel shall be on a Sunday to Saturday work week, and that maintenance operations may be scheduled in a different manner to production departments in order to provide efficient maintenance coverage which will ensure continuity of productive operations, and to provide as equitable a system as possible for maintenance employees. The basic purposes are:

1. To provide shift maintenance on production shifts.
2. To ensure that necessary work can be done on down day maintenance.
3. To ensure that scheduled preventative maintenance work can be carried out on a regular assigned, planned basis.
4. To ensure a sufficiency of necessary maintenance and craft trades in emergency situations.

Refer to Letter 14 Re: Seniority Requirements.

- (i) Provided there are no layoffs of production employees, at least 40% of the total maintenance group, and not less than 49 Trade and Craft employees, can apply their seniority to either volunteer for a 3 crew 12 hour Monday to Friday shift position(s) or be assigned to day shift.
- (ii) The above provision is based on a four (4) shift operation. Should a short term change occur in production schedules (i.e. two weeks) no change will be made in the posted schedule. If a three (3) shift Monday to Friday operation comes into effect in a major production department (Melt Shop or Rolling Mill), crews will be scheduled to cover weekend down days.
- (iii) Provided there are no layoffs of production employees, the Company agrees that maintenance trade group employees assigned to day shift as at February 28, 2004 will not be assigned by the Company to a rotating shift schedule, except to cover for vacancies in accordance with Letter No. 24, during the life of this Collective Agreement.

Refer to Letter 3 Re: Certain Maintenance Occupations.

### Article 24 – OVERTIME

24.01 a) Overtime rates shall be paid for:

- i) Time worked outside the regular work day, where the employee has worked his scheduled eight (8) hours in the case of 8 hour shifts or twelve (12) hours in the case of twelve hour shifts, in a twenty-four (24) hour period.
- ii) Time worked on scheduled days off where the employee worked all his scheduled shifts in the week that the days off fall in.

- b) Where overtime provisions are met in the articles defined above, overtime rates of time and one half the employee's regular hourly rate shall apply except for hours that qualify for twice the regular hourly rate.
- c) Where the overtime provisions as laid out above are not met, because of Paid Holidays, bereavement, vacation, or the employee has been granted permission to be absent, the applicable overtime rate will apply.

**24.02 a)** Twice the regular hourly rate of pay shall be paid for all hours worked on the second scheduled day off where an employee also worked on the first scheduled day off within a work week and the provisions of 24.01 above have been met.

- b) Twice the regular hourly rate of pay shall be paid for all hours worked on the second scheduled day off where an employee worked twelve consecutive days in any period.

### **24.03**

An employee who works on a Paid holiday shall be paid the overtime rate of time and one-half in addition to his holiday pay except as outlined in Article 20.05.

### **24.04**

Once an employee commences work on a particular scheduled work week consisting of five (5) regular work days in a seven (7) day period, that work week must be completed before another work week can start. Changes in schedules or shifts will be made at the end of the completed work week.

### **24.05**

Overtime premiums will not apply where employees switch shifts for their own convenience, except where employees agree to work overtime shifts, and work is performed as scheduled and the requirements of Article 23 are met. The employee(s) who agree to work and meet the requirements of Article 23, will be paid for the shift. The Company will not be liable for any additional overtime payments.

Such shift changes must be completed within a fourteen (14) calendar day period in which the shift exchange occurs.

### **24.06**

Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this Agreement only, even though the hours worked may be overtime under more than one provision.

### **24.07**

**Shift Premium** - Effective February 28, 1997, a shift premium of forty-five cents (45 cents) per hour will be paid for all hours worked on shifts commencing at 3:00 p.m. and before 8:00 p.m. Shifts commencing after 8:00 p.m. and before 6:00 a.m. shall be subject to a shift premium of fifty-five cents (55 cents) per hour.

The shift premium will not be increased because of overtime hours worked on shifts where the said premium is applicable.

#### **24.08**

- a) **Saturday Premium** - Effective February 28, 1997, a shift premium of one dollar (\$1.00) per hour will be paid to employees whose regular duties require them to work on Saturday. This premium will not be paid in addition to any premium payment made for overtime hours.
- b) **Sunday Premium** - Effective February 28, 1997, a shift premium of two dollars (\$2.00) per hour will be paid to employees whose regular duties require them to work on Sunday. This premium will not be paid in addition to any premium payment made for overtime hours.

#### **24.09**

Effective February 28, 2007 the overtime meal allowance will be \$12.00. The allowance will be earned after having worked eleven (11) or more consecutive hours. The Company will process the meal allowance through the next normal payroll cycle for the employee.

#### **24.10**

For employees on less than a twenty turn operation any overtime worked before 12:01 a.m. Monday shall be paid on the employee's first regular pay day immediately following the overtime worked.

#### **24.11**

Employees on a Monday to Friday schedule, who work the sixth and seventh days beginning Monday, shall be paid time and one half for the sixth day, and double time for the seventh day provided they meet the provisions of Article 24.01 above.

### **Article 25 – OVERTIME OPPORTUNITIES**

This article describes how overtime opportunities are distributed. Articles 25.01, 25.02, 25.03 and 25.09 are applicable to all departments. Articles 25.04, 25.05, 25.06 and 25.07 apply only to production departments. Article 25.08 is applicable only to the Maintenance departments.

Employees that are not actively working on shift at the time the overtime is offered may elect to be contacted by text or phone.

#### **25.01**



- a) The intent of this article is to provide an equitable method of distributing overtime opportunities. The references to forty-eight (48) hour discrepancies are not to be construed as allowances where the laid out procedures can be ignored within these parameters.
- b) Subject to the provisions that follow, the Company will distribute overtime opportunities to employees with the lowest recorded overtime totals on the applicable overtime equitability list.
- c) The overtime equitability lists shall be the following comparator groups:
  - i) For 12 hour, 4 shift schedules, the comparator groups shall be A/B crew block and C/D crew block within a line of progression or offline classification.
  - ii) For 12 hour, 3 shift schedules, the comparator groups shall be A/B/C crew block within a line of progression or offline classification.
  - iii) For 8 hour shift schedules, the comparator groups shall be all crew blocks within a line of progression or offline classification.

Eight (8) hour overtime opportunities will first be offered to those employees on an eight (8) hour shift schedule. Twelve (12) hour overtime opportunities will first be offered to those employees on a twelve (12) hour shift schedule.

- d) Overtime will be voluntary and can be declined without recrimination. Where an employee accepts the opportunity to work hours other than those for which he is regularly scheduled, he will be deemed to have been so scheduled.
- e) Except in cases beyond the Company's control which cannot be reasonably foreseen, when overtime has been requested and commitments received, and circumstances necessitate a change in schedule, employees must be notified of any change at least 12 hours prior to the scheduled start of the overtime shift or at least four (4) hours prior to the end of a shift where an employee has agreed to work beyond the end of that shift.
- f) If employees are not notified accordingly the overtime commitment will be honoured and paid a minimum of four (4) hours at the applicable overtime rate.
- g) No employee will work more than the number of hours permissible in a work day or work week, in accordance with the Employment Standards Act - Province of Ontario as of the signing of this Collective Agreement. Overtime cannot be worked if it interferes with an employee's ability to work his regular scheduled shifts.
- h) The Company will not be required to fill vacancies on non-producing shifts. For the purposes of this article, a non-producing shift shall be defined as the following:
  - i) In Steelmaking, as any scheduled shift in which "C" Furnace, the LAR, or the Caster is not being operated in order to make steel.

- ii) In the Rolling Mills, any scheduled shift where one or both mills are not being operated in order to produce steel. If only one Mill is operating, employees from the non-producing Mill may be utilized in their Line of Progression in the operating Mill to fill vacancies, provided the employee is trained on the job he is to transfer to.
- iii) In Shipping, the afternoon and night shifts will be considered non-producing shifts.

**25.02**

a) Overtime has only two definitions:

- 1) Overtime worked.
- 2) Overtime refused.

b) Types of overtime refusals:

- 1) Employee statement - Verbal or Written
- 2) While on vacation.
- 3) While off sick or W.S.I.B.
- 4) While on L.O.A.
- 5) Incorrect telephone number.
- 6) Telephone call – no employee contact.
- 7) Not available due to shift exchange.
- 8) Via text – no employee response within fifteen(15) minutes.

If the required vacancy(ies) are not filled with overtime, no hours shall be recorded either worked or refused.

- c) Probationary employees will not be eligible for overtime. Once they have completed their probationary period they will be given the overtime average of the comparator group to which they are assigned.
- d) An employee transferring to a job in accordance with Article 15 or Article 16 will be given the overtime average of his new comparator group.
- e) An employee transferring to a job in accordance with Article 14 a) (iv) will be given the overtime average of his new comparator group if applicable. Upon return to his original job, he will be given the overtime average of the original comparator group if applicable.

- f) Employees on a modified work assignment shall be offered overtime opportunities in accordance with their modified work plan. If it is necessary to transfer the employee to another comparator group the employee shall be given the overtime average of that comparator group. Upon return to his original comparator group, he will be given the overtime average of the original comparator group. An employee with a Modified Work Plan, will be given an overtime refusal for any overtime opportunities within their comparator group which they are unable to perform in accordance with their Modified Work Plan.
- g) Employees in the Spareman position shall be considered as part of a separate comparator group within a department for overtime equitability purposes. An employee assigned to this position must be given the overtime average of the comparator group. Sparemen will be offered overtime opportunities within their department after all eligible employees have been asked.
- h) Crane Replacement Operators will be offered overtime opportunities, in the entry level position only, in the floor lines of progression after all eligible employees, including Sparemen within the department, have been asked.
- i) Employees will not be allowed to canvass overtime out of their work area, i.e. line of progression, trade, department etc.
- j) Supervisors will not be allowed to canvass overtime outside of their area of responsibility until all other avenues have been exhausted, and only then with the written approval of the Supervisor of whom the request was made. Copies of this documentation are to be submitted to Manager of Operations, the Manager of Human Resources and the Union President.
- k) All employees should be identified on the time sheets whether scheduled to work or not, to allow for the proper recording of overtime opportunities.
- l) Overtime equitability lists will be posted on each departmental bulletin board, on a weekly basis, listing the acceptance and refusals of overtime opportunities by employees within all comparator groups.
- m) A Committeeperson and a department designate shall meet at the end of each quarterly period specified in Article 25.09 to review the overtime equalization records and will be monitored by the Steering Committee.

### **25.03 Paid Holidays – Production Employees and Maintenance Shiftmen**

When the Company wishes to operate in any department on paid holidays, such work must be offered on the following basis:

Where one, two or all three shifts of the paid holiday are to be worked, the work on the affected shift(s) should first be offered to the employee(s) who would have been scheduled to work the appropriate shift had it not been a paid holiday. All remaining positions must be filled in accordance with the overtime equitability list.

### **25.04 Lines of Progression – Call In (Less than 12 hours notice)**

Where a shift vacancy exists as the result of an employee calling in to notify the Company of his inability to report for the start of the next shift, the following procedure will be used:

- a) Employee(s) on the incoming shift where the vacancy is to exist will be promoted where practical within the line of progression to fill such vacancy. The vacancy resulting after this promotion will be filled by the Spareman on the incoming shift, provided that the Spareman has been trained in the job. Should he not be trained, the Company shall fill the vacancy using the overtime equitability list.
- b) Where the vacancy set out in a) above cannot be filled by promotion, the vacancy will be filled by the Spareman on the incoming shift, provided that the Spareman has been trained in the job. Should he not be trained, the Company shall fill the vacancy using the overtime equitability list.
- c) The replacement employee(s) will be paid the rate of the job which he fills, or his own rate, whichever is the higher.
- d) Where an employee is absent and, as a result, the vacancy cannot be filled through this procedure, the employee in the job where the replacement cannot be made immediately, will stay on the job, until a suitable replacement can be found, for a period not to exceed one (1) hour, subject to the maximums referred to in 25.02 b) 8).

#### **25.05 Lines of Progression - Prior Knowledge (More than 12 hours notice)**

Where the Company has prior knowledge that a shift vacancy shall exist, the following procedure will be used:

- a) Employee(s) on the shift where the vacancy is to exist will be promoted where practical within the line of progression to fill such vacancy. The resulting vacancy after this promotion will be filled by the Spareman on the shift, provided that he has been trained on the job. Should he not be trained, the Company shall fill the vacancy using the overtime equitability list.
- b) Where the vacancy set out in a) above cannot be filled by promotion, the vacancy will be filled by the Spareman on the shift, provided that he has been trained on the job. Should he not be trained, the Company shall fill the vacancy using the overtime equitability list.
- c) The replacement employee will be paid the higher rate of the job which he fills, or his own rate, whichever is the higher.

#### **25.06 Additional Production Work (Includes Line of Progression & Off-Line Jobs)**

Where additional work opportunities, not covered elsewhere in this article arise, they shall be filled from the overtime equitability list from the department where the work is required.

#### **25.07 Production Down Shift**

Where overtime opportunities exist on a downshift, such work will be offered from the overtime equitability list in the department where the work is required.

On an eight (8) hour shift pattern the term “downshift” refers to the regular weekly eight (8) hour scheduled period, the twenty-first (21<sup>st</sup>) turn in a twenty (20) turn operation, and the seventeenth (17<sup>th</sup>) turn in a fifteen (15) turn operation, that production equipment is idled to allow for maintenance to be carried out on it. Should the Company decide to operate on any of these shifts, the overtime will be offered on a rotation basis, first to those normally employed in the job classification where the work is required. Any remaining vacancies in the line of progression will be filled from the overtime equitability list.

See Letter No. 24 for twelve (12) hour downshift pattern

## **25.08 Maintenance Department**

The parties recognize that there are different situations in the Maintenance Department in Trade and Craft classifications which create the need for overtime opportunities, these are:

- i) finish assigned task,
  - ii) perform additional work,
  - iii) fill shift vacancies.
- a) Where the employee is performing an assigned task which may necessitate the working of hours beyond the normal quitting time, such employee will be offered the opportunity to finish the task.
  - b) If such employee refuses the opportunity, a volunteer will be sought from those employees on shift, who are within that job classification, in accordance with the overtime equitability list of the applicable comparator group.
  - c) Should there be more than one opportunity, employees who are within that job classification will be afforded such opportunities in accordance with the overtime equitability list of the applicable comparator group.
  - d) Where it is anticipated that a particular job may generate overtime, employees in the same comparator group with the lower overtime hours offered shall be assigned to that job.
  - e) Additional work opportunities that may arise, such as down shift, will be offered to employees, in accordance with the overtime equitability list of the applicable comparator group, within the job classification required.
  - f) Where an absence occurs on shift jobs, the employee who would have been relieved by the absentee, will be afforded the first opportunity to work overtime to the extent possible. All remaining vacant hours shall be filled in accordance with the overtime equitability list of the applicable comparator group.

- g) If the employee refuses, the off-going shift person from the other department will be afforded the same opportunity as above.
- h) If these employees refuse the opportunity, the Company will fill the vacancy from those employees who are within that job group and classification, in accordance with the overtime equitability list of the applicable comparator group.

**25.09 Overtime Buffer**

Notwithstanding any other provision in this article regarding the equitable distribution of overtime opportunities, in circumstances beyond their control, the Company will have the ability to run with up to a forty-eight (48) hour buffer spread, on the overtime equitability lists. This buffer spread can exist for quarterly periods of each calendar year and will be the periods of January 1<sup>st</sup> until March 31<sup>st</sup>, April 1<sup>st</sup> until June 30<sup>th</sup>, July 1<sup>st</sup> until September 30<sup>th</sup> and October 1<sup>st</sup> until December 31<sup>st</sup>. Should the buffer spread within any comparator group exceed forty-eight (48) hours during any of these periods, the Company will make every attempt to correct the buffer spread back to within forty-eight (48) hours. At the end of every quarterly period, the Company will pay to each employee so shorted, at the overtime rate of 1.5, half of any remaining discrepancy exceeding forty-eight (48) hours. This payment to any employee so shorted will be made by the second pay day into the next quarterly period. The overtime hours on the equitability lists will be zeroed at the end of each quarterly period.

**25.10**

The following is a list of comparator groups that will be used for the purpose of overtime equalization:

**Rolling Mills**

L of P	<u>Bar Mill/Structural Mill</u>		<u>Bar Mill/Structural Mill Production</u>	
	<b>A-B</b>	<b>C-D</b>	<b>A-B</b>	<b>C-D</b>
Mills	A. /Roller M / Finisher Millman Mill Helper	A. /Roller M / Finisher Millman Mill Helper	Checker S/M Shear/Saw B/M Shear/Str. S/M Straightener Spellman Stacker Operator	Checker S/M Shear/Saw B/M Shear/Str. S/M Straightener Spellman Stacker Operator
	<u>Heaters (Mills)</u>			

	A-B	C-D
Furnace	Heaters	Heaters
	Heater Helper	Heater Helper

Counter	Counter
Finishing Helper	Finishing Helper

Cranes (Mills)

Rolling Mill Spareman

	A-B	C-D
Cranes	6 Crane	6 Crane
	24 Crane	24 Crane
	Relief Crane	Relief Crane
	23 Crane	23 Crane
	16 Crane	16 Crane
	C.R.O.	C.R.O.

A-B	C-D
Spareman	Spareman

C.R.O. refers to the position of Crane Replacement Operator.

Contained within are charts depicting the comparator groups for the different departments. In some departments there may be more than one example. The parties agree to review the comparator groups at the Steering Committee, in the event there arises a dispute in the overtime distribution. It is further agreed that for the transition period 25.01 c, will not apply to Maintenance Comparator groups.

**Rolling Mill Services**

	A-B	C-D
RMS	Roll Turners	Roll Turners
	Set-up Utility	Set-up Utility

**DAYS**

Guide Builder (one comparator)
Guide Grinder (one comparator)

## Melt Shop

L of P

	<b>A-B</b>	<b>C-D</b>	
Caster	Lead Hand Operator Torchman Torchman Helper	Lead Hand Operator Torchman Torchman Helper	Furnace

<b>A-B</b>	<b>C-D</b>
1st Helper 2nd Helper	1st Helper 2nd Helper

	<b>A-B</b>	<b>C-D</b>	
Ladles	1st Ladleman 2nd Ladleman	1st Ladleman 2nd Ladleman	Cranes

<b>A-B</b>	<b>C-D</b>
21 Crane 20 Crane	21 Crane 20 Crane
Relief Crane 27 Crane 17 Crane C.R.O.	Relief Crane 27 Crane 17 Crane C.R.O.

	<b>A-B</b>	<b>C-D</b>
Melt Shop	Spareman	Spareman

	<b>A-B</b>	<b>C-D</b>
Off-line	Scrap Yard Operators	Scrap Yard Operators

<b>A-B</b>	<b>C-D</b>
Billet Yard Helpers	Billet Yard Helpers

Refractories
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## **Shipping**

8 Hour Schedule

Stock Locator and 2nd W/H Loader
Truck Coordinator (One Comparator Group)
Ground Relief (One Comparator Group)
Crane Relief One Comparator Group and 13 Crane Op.

12 Hour Schedule

<b>A-B</b>	<b>C-D</b>
Mobile Equipment Operator	Mobile Equipment Operator
Loader	Loader
Hooker	Hooker

<b>A-B</b>	<b>C-D</b>
Spareman	Spareman

<b>A-B</b>	<b>C-D</b>
Crane Operator C.R.O.	Crane Operator C.R.O.

**Outlined below are four examples of comparator groups in Steelmaking**

## **Melt Shop Maintenance**

Day Trades

Electrician (One Comparator Group)
Industrial Mechanic (One Comparator Group)
Welder (One Comparator Group)
Pipefitter (One Comparator Group)

**Example #1**

Shift Trades

A-B	C-D
Electricians	Electricians
Industrial Mechanics	Industrial Mechanics
Welder	Welder

**Example #2**

Electricians
Industrial Mechanics
Welder
Pipefitters

**OR**

Days Electricians	Days Industrial Mechanics	Days Welder
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**Example #3**

12 Hr. Electricians	12 Hr. Industrial Mechanics	12 Hr. Welder
Pipefitters		

Three  
Crew 12 Hour Shifts

**Example #4**

A	B	C
Electricians	Electricians	Electricians
Industrial Mechanics	Industrial Mechanics	Industrial Mechanics
Welder	Welder	Welder

**Outlined below are Three examples of comparator groups in Rolling Mills**

**Rolling Mill Maintenance**

Day Trades

**Example #1**

Electrician (One Comparator Group)
Industrial Mechanic (One Comparator Group)
Welder (One Comparator Group)
Pipefitter (One Comparator Group)

Shift Trades

		A-B	C-D
<b>Example #2</b>	Electricians		Electricians
	Industrial Mechanics		Industrial Mechanics

\*\* Hydraulic Technician not included with other comparator groups

Three  
Crew 12 Hour Shifts

		A	B	C
<b>Example #3</b>	Electricians		Electricians	Electricians
	Industrial Mechanics		Industrial Mechanics	Industrial Mechanics

**Stores**

Stores Day

Stores (One Comparator Group)	<b>Example #1</b>
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Storesmen	<b>Example #2</b>
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Shippers/ Receivers <u>Stores Day</u>
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**Article 26– WAGES**

**26.01**

The Co-Operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration dated May 7, 1967 (herein referred to as “the manual”) is incorporated into this Agreement as APPENDIX “A” and its provisions shall apply as set forth herein except insofar as the terms are inconsistent with the provisions of this Agreement.

**26.02**

Each job shall be described and classified and a rate of pay applied to each employee on such job in accordance with the provisions of this Agreement.

It is agreed that the Company has the right to create new job descriptions, and amend or combine job descriptions, or eliminate job descriptions.

### 26.03

- a) Effective February 28, 2018 and continuing until February 27, 2019 inclusive, the Standard Hourly Rate for Job Class 1 shall be increased by thirteen (13) cents. The thirteen (13) cents represents the roll-in of the C.O.L.A. generated between February 2017 to February 2018.
- b) The increment between job classes shall not be increased and shall be twenty-two cents (22 cents) for the duration of this Agreement. The Standard Hourly Wage scale shall be as shown.
- c) As soon as is feasible following ratification, active employees and those employees on layoff as of the date of ratification shall receive five-hundred (\$2000) dollars payment, subject to normal deductions.

Tier 2 Production employees hired on or after 2/28/13							
Job Class	Tier 1 + Trades	0-6 Months Plant Seniority	7-12 Months Plant Seniority	13-18 Months Plant Seniority	19-24 Months Plant Seniority	25-30 Months Plant Seniority	>30 Months Plant Seniority
1	27.80	23.80	23.80	23.80	23.80	23.80	23.80
2	28.02	24.02	24.02	24.02	24.02	24.02	24.02
3	28.24	24.24	24.24	24.24	24.24	24.24	24.24
4	28.46	24.46	24.46	24.46	24.46	24.46	24.46
5	28.68	24.68	24.68	24.68	24.68	24.68	24.68
6	28.90	24.90	24.90	24.90	24.90	24.90	24.90
7	29.12	25.12	25.12	25.12	25.12	25.12	25.12
8	29.34	25.34	25.34	25.34	25.34	25.34	25.34
9	29.56	25.56	25.56	25.56	25.56	25.56	25.56
10	29.78	25.78	26.38	26.98	27.58	28.18	28.78
11	30.00	26.00	26.60	27.20	27.80	28.40	29.00
12	30.22	26.22	26.82	27.42	28.02	28.62	29.22
13	30.44	26.44	27.04	27.64	28.24	28.84	29.44
14	30.66	26.66	27.26	27.86	28.46	29.06	29.66
15	30.88	26.88	27.48	28.08	28.68	29.28	29.88
16	31.10	27.10	27.70	28.30	28.90	29.50	30.10
17	31.32	27.32	27.92	28.52	29.12	29.72	30.32
18	31.54	27.54	28.34	29.14	29.94	30.74	31.54
19	31.76	27.76	28.56	29.36	30.16	30.96	31.76
20	31.98	27.98	28.78	29.58	30.38	31.18	31.98
21	32.20	28.20	29.00	29.80	30.60	31.40	32.20
22	32.42	28.42	29.22	30.02	30.82	31.62	32.42
23	32.64	28.64	29.44	30.24	31.04	31.84	32.64
24	32.86	28.86	29.66	30.46	31.26	32.06	32.86
25	33.08	29.08	29.88	30.68	31.48	32.28	33.08
26	33.30	29.30	30.10	30.90	31.70	32.50	33.30
27	33.52	29.52	30.32	31.12	31.92	32.72	33.52
28	33.74	29.74	30.54	31.34	32.14	32.94	33.74
29	33.96	29.96	30.76	31.56	32.36	33.16	33.96

Tier 2 employees that are currently posted into positions JC 18 and above will be grandfathered into the full rate for the job.

The above rates include C.O.L.A. roll-in of thirteen (13) cents as of February 28, 2018.

#### 26.04

Effective on the dates specified in Section 26.03, all employees shall have their rates of pay adjusted as follows:

- a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 26.03, the rate of pay of such employee shall be adjusted to conform to the Standard Hourly Rate for that employee's job, as provided in Section 26.03.
- b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 26.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 26.03 and the following shall govern.
  - i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 26.03, the amount by which such employee's new rate is greater than the rate provided in Section 26.03 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
  - ii) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 26.03, the rate of pay of such employee shall be adjusted to conform to the Standard Hourly Rate for the job, as provided in Section 26.03, and the former out-of-line differential shall be terminated.

#### **26.05**

As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

#### **26.06**

Each standard hourly rate established under Section 26.03 shall be:

- a) The established rate of pay for all hours paid for a non-incentive job; and
- b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

#### **26.07**

Except as otherwise provided by the Agreement, the established rate of pay for each production or maintenance job, other than a Trade or Craft or Apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

#### **26.08**

Except as otherwise provided by this Agreement, the established rate of pay for a Trade or Craft or Apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

### **26.09 Out-of-line Differentials:**

The Company shall furnish to the Union, as of the date of this Agreement, a list of employees who are paid "out-of-line differentials". Such list shall contain the following information:

- a) Name of incumbent to whom such "out-of-line differential" is to be paid.
- b) Job title of job on which out-of-line differential is to be paid.
- c) Job classification of such job.
- d) Standard hourly rate of such job.
- e) Amount of out-of-line differential.
- f) Date such out-of-line differential became effective.

### **26.10**

Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 26.09 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

### **26.11**

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

### **26.12**

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

### **26.13**

If such employee referred to in Section 26.11 and 26.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

### **26.14**

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

## **26.15**

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

## **26.16**

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

## **26.17 Temporary Transfers**

An employee temporarily transferred from a lower to a higher rated job for a period in excess of one (1) hour, shall be paid the rate of the higher job plus any out-of-line differential to which he is entitled. An employee temporarily transferred from a higher to a lower rate job for the convenience of the Company and not as a result of lack of work, shall be paid his existing rate for the duration of such temporary transfer.

## **26.18 Learner Rates**

Learner jobs requiring "learner" rates due to lack of adequate training opportunity provided by the promotional sequence of related jobs shall be negotiated and made a part of this agreement.

## **26.19**

A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

a) Code C: Seven (7) to twelve (12) months;

1. One learner period classification at a level two job classes below the job class of the job.

b) Code D: Thirteen (13) to eighteen (18) months;

1. A first learner period classification at a level two job classes below the job class of the job.
2. A second learner period classification at a level two job classes below the job class of the job.

c) Code E and higher: Nineteen (19) months and above;

1. A first learner period classification at a level six job classes below the job class of the job.



2. A second learner period classification at a level four job classes below the job class of the job, and
3. A third learner period classification at a level two job classes below the job class of the job.
4. Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

## **26.20**

The learner periods, as provided in Section 26.19 shall apply to those jobs listed in Appendix "B" of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix "B". Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Section 26.21 and 26.22 apply.

## **26.21**

The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:

- a) In the case of an employee hired for the learning job the Standard Hourly Rate for Job Class 2: or,
- b) In the case of an employee transferred from another job in the plant, the lower figure of:
  1. The standard hourly rate of the job from which transferred: or,
  2. The standard hourly rate of the job being learned.

## **26.22**

The learner provision set forth in Section 26.21 shall apply:

- a) For a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours.
- b) Only to provide replacements for job vacancies, and,
- c) In accordance with the provisions of this Agreement for filling vacancies.

## **26.23**

The Company shall furnish the Union on the form set forth as Exhibit "H" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the

Company and the Union. The schedule of learner rates set forth in Section 26.19 shall apply only to jobs in this list.

#### **26.24**

Employees' time spent on a job requiring a learner schedule shall be cumulative. Periods of less than one (1) hour shall not be counted toward completion of a learner schedule, but shall be paid for in accordance with the terms of this Agreement.

#### **26.25**

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

#### **26.26**

The established learner rate of pay for each learner period classification shall apply in accordance with the learner training period as defined in Section 26.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classifications equal to or exceeds his present rate.

#### **26.27**

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

#### **26.28**

Piecework Incentives: Should the Company desire to install piecework incentives to cover any jobs, the following shall govern:

- a) The Standard Hourly Rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives.
- b) Before a piecework incentive plan is installed, the matter shall be the subject of negotiations between the Company and the Union.

#### **26.29**

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

## **26.30**

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

## **Article 27 – TECHNOLOGICAL CHANGE PLAN**

### **27.01**

Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee who may be displaced from his job as a result of such change.

The Company will notify the Union as soon as possible in advance of any technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of the planned change and will hold further meetings with the Union, to discuss the placement of the employees affected. The Company will also meet with the Union as far in advance as practicable prior to the time that the technological change is to take place to discuss the application of this programme with respect to such employees.

In order to reduce the impact of displacement from a job due to technological change, an eligible employee will be entitled to assistance in accordance with the following:

#### **a) Definition**

Technological change shall mean the automation of equipment, or the mechanization or automation of duties, or the replacement of an existing facility with a new facility which produces the same product.

The displacement of an employee from a job description as a result of depressed business conditions, relocation or reassignment due to source depletion or product obsolescence or market shift which is not the cause or the result of a technological change, or layoffs as laid out in 12.06 (b), shall not be considered to be a technological change.

#### **b) Eligibility**

An employee, in order to be eligible for a Maintenance of Earnings Benefit, must

- i) have at least two (2) years of service and
- ii) be permanently displaced from a job due to a technological change which directly caused his displacement from that job description, and
- iii) have occupied a job or jobs within the department or line of progression from which displaced, for a period of twelve (12) consecutive months prior to the displacement.

iv) accept an assignment in accordance with Article 27.01.

**c) Maintenance of Earnings Benefit**

An employee eligible in accordance with the foregoing will have his hourly rate of pay maintained should he be transferred to a lower rated job as a result of a technological change as defined in 27.01 (a).

The benefit period will commence with the beginning of the pay period following the week in which the employee became eligible.

**d) Job Training Opportunities**

In addition to normal job training opportunities, the parties agree to discuss other training opportunities which may be of benefit to displaced employees.

**Article 28 – APPRENTICES**

**28.01**

The Company will set up apprentice training programmes for journeymen classifications. Such programmes shall be on the basis of, and in accordance with, the regulations set out in the apprentice training programmes established by the Province of Ontario.

The Company agrees to the following apprenticeship postings by December 1, 2018:

Four (4) Industrial Mechanics

One (1) Roll Turner

The parties will meet to discuss the requirements for subsequent years of the Agreement.

A joint apprenticeship committee, consisting of six members (three from Management and three from Local 6571) will be formed to oversee the programme's objectives and to handle administrative duties associated with the programme. Such objectives and duties will include:

- The Selection Process
- Training methods and the Training Programme
- Keeping records of employees training hours (practical/academic)
- Address issues as they arise
- New ideas and suggestions for improvements
- Removal of apprentices when necessary
- Creation of an Apprenticeship Manual

## **28.02**

The selection of a trade apprentice will be made on the following basis:

Present non-trade bargaining unit employees may apply for transfer to apprentice jobs. In order to be considered for selection, candidates must possess the minimum education requirements as established in the province of Ontario and pass the agreed to test.

In selection of apprentices, the joint apprenticeship committee will take into account an employee's seniority, plant record (attendance, job performance), and proof of previous related employment experience.

Should there be insufficient successful applicants for apprenticeships, apprentices may be hired externally.

## **28.03**

Employees training through apprenticeship courses in a given Trade or Craft shall commence their training at the beginning of the first 1040 hour period and be paid the standard hourly rate for Job Class 1, unless assigned to a higher 1040 hour period, in which case they shall be paid the standard hourly rate appropriate to the period to which they are assigned, and shall thereafter, at the conclusion of each training period of 1040 hours of actual training experience with the Company, be advanced to the standard hourly rate for the job class of the succeeding period as set out in the manual.

## **28.04**

Any employee who undertakes to learn a trade as an apprentice will enter into a contract of apprenticeship with the Company. The Company guarantees any apprenticeship, once started, shall be completed without interruption.

## **28.05**

An apprentice completing his apprenticeship, will be granted one half of the time spent serving his apprenticeship in the plant, in his occupation for the purpose of establishing his occupational seniority in his Trade or Craft.

## **Article 29 – MISCELLANEOUS PROVISIONS**

### **29.01**

A full-time representative of the Union will be granted permission to meet with Local Union Officers during working hours, provided permission is first obtained from the Human Resources Manager or his delegate.

### **29.02** Former language moved to Article 2.03

## **29.03**

Verbal and written warnings imposed and rendered prior to February 28, 2017 and suspensions imposed and rendered prior to February 28, 2016 must be removed from the records of all employees and destroyed.

It is agreed that an annual review on February 28 of each year will be made of employee's records. At that time, any disciplinary notations of verbal and written warnings older than twelve (12) months, and any disciplinary notations of suspensions older than twenty-four (24) months must be removed from the employee's record and destroyed.

In any event, the Company must not use any verbal or written discipline records older than the immediate past twelve (12) months nor any disciplinary suspension records older than the immediate past twenty four (24) months.

## **Article 29.04 – CONTRACTING OUT**

It is agreed that no work will be performed by contractors while there are employees on layoff who are available and capable of performing the work contracted out within the required time frames.

### **a) Production (Progression Line Crews and recognized inclusions)**

- i) Except as provided for herein, the Company shall not contract out production work that since March 11, 2001 has been normally performed by employees in the bargaining unit and shall continue to have this work performed by employees in the bargaining unit.
- ii) The Company may utilize rolling mill feedstock from other Gerdau locations for the purposes of rolling on its Structural and Bar mills. Note: The Company may not use more than 1500 tons per month of rolling mill feedstock from other Gerdau locations.
- iii) The Company may ship finished goods to the Whitby Mill Warehouse from other Gerdau locations and/or Depots. These products may be stored and shipped in order to compliment customer orders. Note: The Company may not use more than 2000 tons per month of finished goods from other Gerdau locations and/or Depots.

### **b) Maintenance**

The Roll Shop shall be deemed to be covered by this item for the purpose of this Article. Except as provided for in Article 29.04, the Company shall not contract out maintenance work that since March 11, 2001 has been normally performed by employees within the bargaining unit and shall continue to have this work performed by employees within the bargaining unit. The Company may contract out work not normally performed by employees within the bargaining unit, but shall, whenever possible

(considering the existing facilities, existing equipment and existing maintenance employees available at the time of the event) and especially during layoffs, have such work performed by employees within the bargaining unit.

The parties agree that during annual shutdowns (to a maximum of three (3) weeks per department) any maintenance work may be contracted out.

The parties further agree that under the following circumstances, any maintenance work may be contracted out:

- i) Where there is a concerted refusal to work overtime;
- ii) Where the work required entails health and safety risks for employees who have not received specialized training. Furthermore the Company will not be obliged to provide specialized training over and above that currently provided;
- iii) Where the work required cannot be remedied in the required timeframe with the Company's existing facilities, existing equipment and existing maintenance employees available at the time of the event;
- iv) During any production weekly down day, where all maintenance trades employees have been regularly scheduled or offered an opportunity to work the down day on overtime or have worked the maximum number of hours permissible in the week of the down day; or
- v) Where there is an emergency;

In the event of an emergency situation the Company shall advise the Union of the nature and scope of the work normally performed by employees in the bargaining unit which it has contracted out. The Company agrees to have discussions four (4) times a year to discuss and review work contracted out by the Company.

The Company agrees to provide to the Union on a weekly basis a list of maintenance work that is contracted out.

c) Depots and Transloading Facilities

The Company will be entitled to continue to utilize depots and transloading facilities, including the Whitby Mill, to distribute its products to its customers.

d) Capital Projects

The Company will be entitled to contract out any work required to be completed on capital projects of a value of \$200,000.00 (two hundred thousand dollars) or more.

The Company agrees to provide training to interested millwrights in laser alignment. Training will be provided as time and resources are available, and it is understood and agreed that the Company is not required to provide training on overtime.

### **29.05 Cost of Living Allowance**

1. Effective upon ratification any cost of living allowance being paid as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost of living allowance.
2. Effective with the first pay period following the release of the Consumer Price Index (1971 = 100 base) for each of the following months, when compared to the Consumer Price Index (1971 = 100 base) for the respective months as shown below, for each .3 increase, a cost of living allowance of one cent (1c) per hour will be paid. Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums or used as a basis for calculation of overtime. Also, at no time during the life of this contract shall the Cost of Living Allowance exceed \$0.30 per hour paid.

- a) August 2018 compared to February 2018
- b) February 2019 compared to August 2018
- c) August 2019 compared to February 2019
- d) February 2020 compared to August 2019
- e) August 2020 compared to February 2020
- f) February 2021 compared to August 2020

3. Effective as of February 28, 2019 any cost of living allowance due as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost of living allowance. Note: Any Cost of Living Allowance effective February 28, 2019 will not exceed \$0.30 for applicable hours as described above.

Effective as of February 28, 2020 any cost of living allowance due as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost of living allowance. Note: Any Cost of Living Allowance effective February 28, 2020 will not exceed \$0.30 for applicable hours as described above.

4. The continuance of the cost of living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the Index for February 28, 2004 (1971 = 100) base. No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this Agreement.



**29.06**

The Company agrees to remain a member of CSTECC, but reserves the right to withdraw if remaining a member ceases to be financially beneficial.

**Gerdau Ameristeel Whitby - Current Lines Of Progressions and Off Line Jobs Clarifications**

		In Line		Off Line	
Rolling Mills	Reheat Furnace	BM & SM Heater		Rolling Mill Off Line Jobs	Roll Shop Utility
		BM & SM Heater Helper(EL)			Setup Utility
	Mills	BM & SM Assistant Roller			Shear Blade Expediter
		BM & SM Mill Finisher			Guide Builder
		BM & SM Mill Man			Guide Grinder
		BM & SM Mill Helper (EL)			Roll Ragger
	Production	BM & SM Checker		Spareman	
		SM Shear and Saw			
		BM Shear and Straightener			
		SM Straightener			
		BM & SM Spellman			
		BM & SM Stacker Operator			
		BM & SM Counter			
	Cranes	BM & SM Finishing Helper (EL)			
		Crane Operator			
	Crane Replacement Operator (EL)				

		In Line		Off Line	
Shipping	Shipping	Stock Locator		Shipping Off Line Jobs	Spareman
		Truck Coordinator, Loader, Relief Loader, Mobile Equipment Operator			
		Crane Hooker (EL)			
	Cranes	Crane Operator			
	Crane Replacement Operators (EL)				

		In Line		Off Line	
Melt Shop	Furnace	1st Helper C Fce/LAR		Melt Shop Off Line Jobs	Mould Set Up
		2nd Helper C Fce/LAR (EL)			Scrap Yard Operator
	Caster	Lead Hand Operator			Spareman
		Operator			
		Utility Man			
		Torch Man			
		Torch Man Helper (EL)			
	Ladles	1st Ladle man			
		2nd Ladle man (EL)			
	Refractory	Bricker & Forklift			

	Bricker Helper (EL)
<u>Billet Yard</u>	<u>Billet Yard Operator</u>
	Billet Yard Helper
Cranes	Ladle & Charge Crane
	Relief Crane
	Scrap Crane
	Billet Crane
	Crane Replacement Operator (EL)

**STEELMAKING - PRODUCTION**

JOB CLASS		JOB CLASS	
	<b>FURNACES</b>		<b>LADLES</b>
26	1st Helper C FCE/LAR	20	1st Ladleman
20	2nd Helper C FCE/LAR	17	2nd Ladleman
14	3rd Helper FCE		
	<b>CASTING</b>		<b>REFRACTORY</b>
22	Lead Head Operator	18	Roof & Ladle Builder
20	Operator	14	Forklift Operator
16	Utilityman	13	Refractory Helper
14	Torchman		
9	Torchman Helper		
5	Billet Grinder		
17	Mould Set-Up		
	<b>RAW MATERIALS</b>		<b>CRANES</b>
13	Locomotive Operator	21	Ladle Crane
9	Incumbent Switcher	19	Relief Crane
13	Mobile Crane Operator	15	Scrap Crane
8	Incumbent Oiler	13	Billet Crane
13	Truck Driver	6	Crane Replacement Operator
8	Scrap Yard Utilityman		
5	Scrap Burner		
	<b>BILLET YARD</b>		
14	Billet Yard Operator		
14	Billet Yard Helper		
6	Spareman		

**ROLLING MILLS - PRODUCTION**

JOB  
CLASS

JOB  
CLASS

**REHEAT**

**MILL**

22 Heater  
14 Heater Helper

27 Assistant Roller  
22 Mill Finisher  
18 Millman  
14 Set-Up Man  
6 Mill Helper

**ROLL MILL SERVICE**

**PRODUCTION**

14 Guide Builder  
9 Shear Blade Expediter  
9 Roll Shop Utility  
9 Guide Grinder  
18 Roll Ragger

19 Checker  
17 Shearman  
15 Spellman  
12 Bundling Operator  
9 Counter  
6 Finishing Helper

**PRODUCTION CRANES**

**PROD STRAIGHTENER**

10 Crane Operator  
6 Crane Replacement Operator  
  
6 Spareman

17 Bar Mill Straightener  
14 SM Straightener

**WAREHOUSE/SHIPPING**

JOB  
CLASS

JOB  
CLASS

**SHIPPING**

**SHIPPING CRANES**

19 Stock Locator  
17 Loader  
17 Truck Coordinator  
17 Mobile Equipment Operator  
17 Relief Loader  
12 Forklift Operator  
11 Crane Hooker  
8 Saw Operator  
  
6 Spareman

10 Crane Operator  
6 Crane Replacement Operator

<b>JOB CLASS</b>	<b>JOB/TRADE</b>
20	Electrical Repairman
20	Rail Car Repairman
18	Machinist
22	Diesel Mechanic
19	Roll Turner
22	Hydraulic Technician
25	Electrician
24	Industrial Mechanic (Millwright)
21	Airconditioning & Refrigeration Repairman
22	Pipefitter/Millwright
17	Blacksmith
22	Welder/Fitter
16	Welder
15	Painter
18	Carpenter
13	Maintenance Utility Man
10	Storeperson
9	Oiler/Greaser (Farval)
10	Fire-Filter Equipment
10	Maintenance Tender (Boom
7	Maintenance Tender
6	Oiler/Greaser

Trade and Craft Jobs will receive \$1.00 per hour additive for maintaining IMT ticket.

Pipefitter/Millwright (EBC) and Field Machinist will receive one job class additive for maintaining current tickets, i.e. Energy Board Certificate as required and current Compressor ticket respectively.

Lead Hand Classification will be dealt with in Factor seven (7).

Electrical Repairman will receive two job class additive for maintaining current high voltage ticket.

## **LETTER NO. 2**

The Company has the right to create, amend, combine or otherwise change Job Descriptions. Such new Job Descriptions will be provided to the CWS Committee for input from the union; however, it will remain the unilateral responsibility of the Company to determine the duties of the jobs. Following this process, the Job Descriptions will be deemed to be accepted by the CWS Committee.

The Company agrees to confer with the CWS Committee to establish the job class rate whenever it creates, amends, combines or otherwise changes a Job Description. Failure of the parties to reach an agreement within the CWS Committee will result in the Company establishing the wage rate that will apply, with the provision that the Union may grieve the difference in wage rate. If a wage rate set by the Company is submitted to arbitration, the arbitrator will set the rate by employing the methods prescribed in the CWS manual.

## **LETTER NO. 3 CERTAIN MAINTENANCE OCCUPATIONS**

Where a four shift operation is in effect employees with twelve (12) years job seniority in the following occupations will normally be scheduled on Monday to Friday work week. If some other shift system is required for some of the jobs mentioned below, because of an expanded plant operation, shift preference will be given to senior employees.

Utilities Crew  
Oiler/Greaser  
Fire/Filterman  
Painter  
Field Machinist (Cranes)  
Hydraulic Technician  
Pipefitter  
Diesel Mechanic  
Air Conditioning & Refrigeration Repairman  
Maintenance Tender

## **LETTER NO. 4 TOOL ALLOWANCE**

The Company will pay to the Trade and Craft employees set out below one hundred and fifty dollars (\$150.00) per year toward the cost of tools, effective February 28, 2007 and on each anniversary date thereafter during the life of the Collective Agreement: Electrician, Machinist Shop and Field, Roll Turner, Diesel Mechanic, Welder, Hydraulic Technician, Pipefitter, Millwright, Air Conditioning & Refrigeration Person, Painter.

The tool allowance will only be paid to those Trade and Craft employees who have completed one year of service on the effective applicable dates.

Trade and Craft apprentices will receive one hundred and fifty dollars (\$150.00) toward the purchase of tools at the commencement date of each year of the apprenticeship period.

The Company will replace any required tool which is broken during the performance of duties by the above mentioned employees provided the broken tool is submitted to the Company.

## **LETTER NO. 5 STUDENTS**

A student is defined as a person in full time attendance at an accredited educational institute, and is scheduled to return to that, or another, accredited institute, at the end of summer.

Students must only be hired for the purpose of summer vacation coverage during the period of May 1st to September 15th in any year, provided that all bargaining unit personnel are utilized to the fullest.

Any students wishing full employment must quit and be rehired. The probationary period in such cases shall commence upon the date of rehire, and no previous service shall be credited.

## **LETTER NO. 6 S.U.B. FUND**

For the first three months following ratification, qualified laid off employees will be paid a rate of one hundred and fifty dollars (\$150.00) per week up to their date of recall.

For the next three months, qualified laid off employees will be paid a rate of one hundred and seventy-five dollars (\$175.00) per week up to their date of recall.

For the remainder of the period of lay-off, qualified laid off employees will be paid a rate of two hundred dollars (\$200.00) per week up to their date of recall.

The above-noted amounts will be paid initially out of the S.U.B. Fund. When the S.U.B. Fund is depleted, the Company will make these payments directly.

Effective June 30, 2002, the Company will contribute to the S.U.B. Fund ten cents (10¢) per hour for all hours worked by employees within the bargaining unit to a maximum funding level of two hundred thousand dollars (\$200,000.00). Thereafter, if the fund at month end, due to payments, falls below a level of twenty-five thousand dollars (\$25,000.00), the Company will contribute an additional ten cents (10¢) per hour for all hours worked by employees in the bargaining unit until the fund at month end, exceeds twenty-five thousand dollars (\$25,000.00). Funding then reverts to ten cents (10¢) per hour worked.



Effective June 30, 2002 the following schedule of maximum payments to eligible laid off employees will be instituted in accordance with an employee's plant seniority.

Less than one year service	-no entitlement
1 year - 2 years service	-8 weeks of entitlement
2 years - 5 years service	-12 weeks of entitlement
Over 5 years service	-26 weeks of entitlement

Subsequent to the date of recall, any qualified laid-off employee will be paid a rate of one hundred and fifteen dollars (\$115.00) per week to a maximum of the above entitlements.

## **LETTER NO. 7 SAFETY BOOTS**

The Company will pay the cost of Safety footwear for employees providing they surrender the worn out boots to Stores.

a) Employees who are not specifically required to wear metatarsal boots are:

Overhead Crane Operators  
Mobile Crane Operators  
Locomotive Operators  
Switchers

Millmen, who now wear special purpose rubber safety boots. The needs of this group are being evaluated to see if suitable Metatarsal rubber boots can be obtained.

- b) All employees who purchase the Metatarsal protected boots, must leave the Metatarsal protection attached. If the Metatarsal protection is removed, the employee will not be allowed to work until he has replaced the boots, with new Metatarsal protection, at his own expense.
- c) Supplies of popular size boots will be maintained by the Stores Department. If however, an employee's size is not in stock, they will be obtained as quickly as possible, and he will be notified when they are delivered.
- d) Records will be kept of all purchases. Identification cards must be produced and old boots turned in before new boots will be issued. The date of purchase as recorded by the "Stores" will be the determining factor as to time limitation for all replacements.

- e) Any employee, not equipped with Metatarsal protected boots, who suffers an injury to the upper part of the foot after this date, will be required to purchase the Metatarsal protected boots before returning to work.
- f) Those employees presently excluded, may in future be required to wear the Metatarsal type boots.

**LETTER NO. 8  
L.T.D.**

Where an employee is eligible for the disability L.T.D. coverage, the Company will continue for the duration of disability to assume the costs of Ontario Health Insurance and the normal Blue Cross or equivalent benefit provisions until such time as the employee becomes eligible for Government subsidized coverage.

**LETTER NO. 9  
EMPLOYEE ASSISTANCE PROGRAMMES**

It is mutually agreed by the parties that available drug and alcohol rehabilitation programmes will be explored and the Union and the Company will co-operate in such a programme where rehabilitation appears in the best interest of all concerned. The agreed to Employee Assistance Programme document will form part of this Agreement.

**LETTER NO. 11  
TEMPORARY ABSENCE PROGRAMME**

The Company will not unreasonably deny an employee's participation in the Temporary Absence Programme when recommended by the court. It is agreed that an employee must notify the Company not less than ten (10) days prior to a court appearance.

**LETTER NO. 12  
BENEFIT PLANS**

All benefit plans are subject to their respective terms and conditions and are to be administered in accordance with the policy, rules and regulations governing the plans. The Company will not change the insurance service provider or the benefit plan without providing at least fifteen (15) days prior notice to the Union. Should any such change occur, the benefits shall not be less than those agreed to by the parties.

The Company agrees to print and provide copies of a benefits booklet summarizing the benefit plans, to be made available to all members of the bargaining unit.

The employer will not pay for services or supplies to the extent that their costs exceed the reasonable and customary rates in the locality where the services or supplies are provided.

Notwithstanding any other provision in the plan to the contrary, should there be any dispute with the adjudication or application of any provision of the benefit plan text, it will be dealt with in accordance with this Collective Agreement.

Note: The following letter summarizes the most current benefit provisions covered by this letter and highlights proposed changes.

1. Life Insurance is \$80,000; \$80,000 Accidental Death & Dismemberment 24 Hour coverage.
2. Effective February 28, 2007 Weekly Indemnity payments increase to \$675.00 per week of \$16.87 per hour for each hour of lost time. Effective on all claims from date of increase.

Cost of medical examinations/documentation requirements to validate any claim for benefit is covered by the plan.

The Company will also provide coverage for outpatient (i.e. 1-1-8-52).

The Company will develop a communication document to accompany W/I form to explain processing procedure.

The wage loss plan is now registered with Human Resources Development Canada (HRDC) and any rebate resulting from the reduction in premiums will be used to offset the cost of providing these increased benefits. It is agreed that the weekly benefit shall not be less than that required by the Unemployment Insurance Commission in order to maintain the registered status of our wage loss replacement programme.

3. The current Blue Cross Dental Plan will continue in effect. The Company will continue to pay the prevailing O.D.A. schedule of fees.

The dental programme will include coverage for unmarried children in full time attendance at an accredited school up to age twenty three (23) years. Mentally and/or permanently disabled children will be covered beyond the maximum age limit of the plan.

4. The Company will continue to pay for any increases to E.H.C. and semi-private premiums. Services currently provided must continue to be provided.

The E.H.C. programme will include coverage for unmarried children in full time attendance at an accredited school up to age twenty-five (25) years. Mentally and/or permanently disabled children will be covered beyond the maximum age limit of the plan.

5. The optical benefit is \$400 in a twenty-four (24) month period. In addition to this optical benefit, the Company shall provide for coverage for cost of eye exams,

every twenty-four (24) months. The hearing benefit is \$500.00 in a twenty-four (24) month period.

6. For employees eligible to participate in the Company's Defined Benefit Pension Plan, the Long-Term Disability Plan payments effective February 28, 1991 will remain at the amount of \$835.00 per month. The L.T.D. provisions will be integrated with disability benefits under the Pension Programme and subject to the L.T.D. policy and pension programme provisions.  
For disabilities commencing on or after February 28, 2013, employees who participate in the Company's Defined Benefits Pension Plan, will be entitled, subject to eligibility criteria, to an insurance company provided Long Term Disability benefit payment calculated as 75% of the employee's pre-disability regular earnings (subject to eligibility per the Benefit Plan Text), offset by any primary benefits provided by the Canada Pension Plan, and other income, and/or loss of income benefits, as specifically defined by the insurance policy. Employees with less than two (2) years continuous service will be ineligible for Long Term Disability benefits.

Employees who participate in the Company's Defined Contribution Plan, will be entitled, subject to eligibility criteria, to an insurance company provided Long Term Disability benefit payment calculated as 75% of the employee's pre-disability regular earnings (subject to eligibility per the Benefit Plan Text), offset by any primary benefits provided by the Canada Pension Plan, and other income, and/or loss of income benefits, as specifically defined by the insurance policy. Employees with less than two (2) years continuous service will be ineligible for Long Term Disability benefits.

7. Effective upon ratification, the Company will continue to provide Semi-Private Hospitalization and E.H.C. Basic Drug Plan for retirees whose employment commenced prior to February 28, 2010. In addition, upon ratification, the Company will continue to provide to retirees whose employment commenced prior to February 28, 2010, either life insurance in the amount of \$15,000.00 or a \$10,000.00 cash option at time of retirement.

The Company will continue to provide the following benefits for eligible retirees whose employment commenced prior to February 28, 2010, to a maximum of \$2,000 per family per twenty four (24) month period- for the following benefits:

Optical

Hearing Aid

Dental

For greater clarity, employees hired on or after February 28, 2010, are ineligible for post-retirement benefits.

Effective January 1, 2019, the benefit plan year shall be January 1 through December 31 annually.

8. The procedure covering prescription safety glasses will be amended to provide that after a one (1) year period, any necessary replacement of prescription will be paid by the Company. The present policy of evaluation of damage will still prevail.
9. The services of a clinical Psychologist will be \$100.00 per session, maximum \$2,000.00 in a 24 month period
10. The services of a Chiropractor will be \$40.00 per session, maximum \$1000.00 in a 24 month period
11. The services of a Physiotherapist will be \$65.00 limit per session, maximum \$1,500.00 in a 12 month period.

## **LETTER NO. 13 PENSIONS**

### **Retirement Allowance / Buyout**

Retirement Allowance / Buyout of \$25,000 for seven (7) employees in 2018, seven (7) employees in 2019, seven (7) employees in 2020. In October of each year of the collective bargaining agreement, retirement eligible employees may submit their name for consideration for the Retirement Allowance / Buyout. The employees with the most plant seniority will be selected from the list of names submitted. Note – If in any given year all of the Retirement Allowances / Buyouts are not utilized, the unused Retirement Allowances / Buyouts will roll-over to the following year. Selected employees will receive their Retirement Allowance / Buyout within thirty (30) days of their retirement. Note – The \$25,000 Retirement Allowance / Buyout is subject to applicable tax deductions.

Regarding employees hired on or before February 27, 2010:

Effective February 28, 2018, the Basic Pension will be increased to sixty dollars (\$60.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2018, the Supplementary Pension will remain fixed at twenty-nine dollars (\$29.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Effective February 28, 2013, the Basic Pension will be increased to fifty-eight dollars (\$58.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2013, the Supplementary Pension will remain fixed at twenty-nine dollars (\$29.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Effective February 28, 2016, the Basic Pension will be increased to fifty-nine dollars (\$59.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2016, the Supplementary Pension will remain fixed at twenty-nine dollars (\$29.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Effective February 28, 2010, the Basic Pension will be increased to fifty-seven dollars (\$57.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2010, the Supplementary Pension will remain fixed at twenty-nine dollars (\$29.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Effective February 28, 2007, the Basic Pension will be increased to fifty-six dollars (\$56.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2007, the Supplementary Pension will be increased to twenty-nine dollars (\$29.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Employees who retire under this Window Programme in the year 2007 will receive the benefits provided under the plan as of March 2007, and will include any negotiated benefit increases that take effect in March 2007.

Employees who retire under this Window Programme in the year 2008 will receive the benefits provided under the plan as of March 2008, and will include any negotiated benefit increases that take effect in March 2008.

Employees who retire under this Window Programme in the year 2009 will receive the benefits provided under the plan as of March 2009, and will include any negotiated benefit increases that take effect in March 2009.

Employees who retire under this Window Programme in the year 2010 will receive the benefits provided under the plan as of March 2010, and will include any negotiated benefit increases that take effect in March 2010.

Employees who retire under this Window Programme in the year 2011 will receive the benefits provided under the plan as of March 2011, and will include any negotiated benefit increases that take effect in March 2011.

Employees who retire under this Window Programme in the year 2012 will receive the benefits provided under the plan as of March 2012, and will include any negotiated benefit increases that take effect in March 2012.

Employees who retire under this Window Programme in the year 2013 will receive the benefits provided under the plan as of March 2013, and will include any negotiated benefit increases that take effect in March 2013.

Employees who retire under this Window Programme in the year 2014 will receive the benefits provided under the plan as of March 2014, and will include any negotiated benefit increases that take effect in March 2014.

Employees who retire under this Window Programme in the year 2015 will receive the benefits provided under the plan as of March 2015, and will include any negotiated benefit increases that take effect in March 2015.

Employees who retire under this Window Programme in the year 2016 will receive the benefits provided under the plan as of March 2016, and will include any negotiated benefit increases that take effect in March 2016.

Employees who retire under this Window Programme in the year 2017 will receive the benefits provided under the plan as of March 2017, and will include any negotiated benefit increases that take effect in March 2017.

Employees who retire under this Window Programme in the year 2018 will receive the benefits provided under the plan as of March 2018, and will include any negotiated benefit increases that take effect in March 2018.

Employees who retire under this Window Programme in the year 2019 will receive the benefits provided under the plan as of March 2019, and will include any negotiated benefit increases that take effect in March 2019.

Employees who retire under this Window Programme in the year 2020 will receive the benefits provided under the plan as of March 2020, and will include any negotiated benefit increases that take effect in March 2020.

Employees who retire under this Window Programme in the year 2021 will receive the benefits provided under the plan as of March 2021, and will include any negotiated benefit increases that take effect in March 2021.

Effective February 28, 2006, the Basic Pension will be fifty-four dollars (\$54.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2006, the Supplementary Pension will be increased to twenty-eight dollars (\$28.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Employees who retire under this Window Program in the year 2006 will receive the benefits provided under the plan as of March 2006, and will include any negotiated benefit increases that take effect in March 2006.

Effective February 28, 2005, the Basic Pension will be fifty-three dollars (\$53.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2005, the Supplementary Pension will be increased to twenty-seven dollars (\$27.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Employees who retire under this Window Program in the year 2005 will receive the benefits provided under the plan as of March 2005, and will include any negotiated benefit increases that take effect in March 2005.

Employees who retire under this window program in the year 2004 will receive the benefits provided under the plan as of March 2004, and will include any negotiated benefit increases that take effect in March 2004.

Effective February 28, 2003, the Basic Pension will be fifty-two dollars (\$52.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2002, the Basic Pension will be fifty dollars (\$50.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2001, the Basic Pension will be increased to forty-nine dollars (\$49.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 2001, the Supplementary Pension will be increased to twenty-six dollars (\$26.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Employees who retired under the window program in 1999 and 2000 will also receive the forty-nine dollar (\$49.00) Basic and twenty-six dollar (\$26.00) Supplemental Pension.

Employees who retire under this Window Programme in the year 2000 will receive the benefits provided under the plan as of March 2000, and will include any negotiated benefit increases that take effect in March 2000. The Window Programme is guaranteed.

Effective February 28, 1999 the Basic Pension will be forty six dollars (\$46.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 1999, the Supplementary Pension will be increased to twenty four dollars (\$24.00) per month multiplied by years of credited service to a maximum of thirty (30) years.



Effective February 28, 1998 the Basic Pension will remain at forty dollars (\$40.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 1998, the Supplementary Pension will remain at twenty dollars (\$20.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Effective February 28, 1997 the Basic Pension will be forty dollars (\$40.00) per month multiplied by years of credited service to a maximum of forty (40) years.

Effective February 28, 1997, the Supplementary Pension will remain at twenty dollars (\$20.00) per month multiplied by years of credited service to a maximum of thirty (30) years.

Eligibility for unreduced pension for employees who have attained thirty (30) years of service will be in accordance with the following.

Effective February 28, 1987 - Age 55 and 30 years of credited service.

For early retirements on or after February 28, 1985, no early retirement reduction shall be applied if a member has:

1. Attained Age

Effective February 28, 1985 - Age 57

Effective February 28, 1986 - Age 56

Effective February 28, 1987 - Age 55

2. i) his years of Credited Service at his early retirement date;

plus

ii) the additional years of Credited Service the member would have completed had he continued in the Company's employment to April 1, 1995;

equal 30 or more years of Credited Service.

Years of Credited Service for purpose of 2(ii) shall be calculated as the difference in years between April 1, 1995 and the first of April immediately preceding his early retirement date.

Years of Credited Service for purpose of determining the pension payable, shall be the member's actual Credited Service at his early retirement date.

The Company agrees to amend Section 5 of the Pension Plan to make it clear that Credited Service includes service back to date of hire for those who qualify as per the 1976 agreement.

If a retiring member submits evidence satisfactory to the Company, that his actual monthly retirement benefit payable from the Canada Pension Plan is less than the maximum amount of such benefit determined as of the date of the members retirement, then the actual amount of his monthly C.P.P. benefit shall be used for purposes of Section 8.05(b)(ii) of the Plan.

Effective February 28, 1985 the L.T.D. programme and the disability provisions under the Pension Plan will be integrated to provide a benefit not to exceed 75% of the employee's earnings at the date of disability. Such integration will only apply for disabilities commencing prior to February 28, 2013. The formal Pension Plan text will be amended to reflect this change.

Effective February 28, 1988 pensions will be increased by forty (\$40.00) dollars for members who retired prior to February 28, 1988.

The pre-retirement benefit shall be payable to common-law spouse if no legal spouse provided there has been co-habitation for at least three (3) continuous years.

In case of joint annuitant on the date elections is made provided no legal spouse exists, a common-law partner will be recognized provided that co-habitation has existed for at least three (3) years.

Effective February 28, 1988 pension will vest after two (2) years continuous service effective from January 1, 1987.

**INDEXING** - The Company agrees to continue to pay post retirement inflation adjustments as follows for those employees hired on or before February 27, 2010. Section 8.10, noted below, or other applicable sections of the formal Pension Plan text, as amended from time to time, will reflect the specific terms and conditions.

**8.10** Post Retirement Inflation Adjustments March 1 of each calendar year. Inflation adjustments shall be paid in accordance with the provisions of this Section 8.10 as follows:

- a) Inflation protection payments pursuant to this Section 8.10 are provided to:
  - i) a Member who is receiving monthly pension payments (either due to retirement or disability) from the Pension Plan, exclusive of supplementary payments,

And

- ii) the surviving spouse of a member who was receiving monthly pension payments from the Plan (either due to retirement or disability), or the surviving spouse of a Member receiving monthly pension payments from the Plan due to the pre-retirement death of the Member,

provided that the Member or the surviving spouse was receiving his or her pension on the December 31 of the year prior to the year over which the increase is calculated pursuant to paragraph (b).

- b) Subject to Section 8.10 (d), the percentage increase for the inflation adjustment pursuant to this Section 8.10 is determined as at March 1 each year and the amount paid shall be the greater of (i) and (ii) as follows:
  - i) 80% of the percentage increase, if any, in the Consumer Price Index during the 12 month period ending on the immediately preceding December 31 to a maximum adjustment of 4%; or
  - ii) 3%

For the purposes of this Section 8.10, "Consumer Price Index" means the Consumer Price Index for Canada for all items (not seasonally adjusted) provided by Statistics Canada, or such other official measure of price movement as may be substituted therefore to replace the Consumer Price Index.

- c) Subject to Section 8.10 (d), for Members who are accruing Credited Service as of December 31, 2016, retirement indexing of the benefit accrued to that date will continue to be indexed in accordance with the paragraph above. Pension benefits in respect of Credited Service accrued after December 31, 2016 will be subject to a different retirement indexing formula. The percentage increase for the inflation adjustment pursuant to Section 8.10 with respect to Credited Service after December 31, 2016 shall be determined as of March 1st each year, and the amount paid shall be based on 80% of the percentage increase, if any, in the Consumer Price Index during the 12 month period ending on the immediately preceding December 31st, to a minimum of 2% and a maximum of 4%.
- d) The percentage increase described in Section 8.10(b) applies to the amount of the pension being paid to the Member or surviving spouse at the date the inflation adjustment is granted, being March 1.
- e) The additional pension granted pursuant to this Section 8.10 is payable in the same form and with the same guarantees as the pension which is increased. Additional pension payments shall be cumulative.

## **SPECIAL EARLY RETIREMENT WINDOW PROGRAMME:**

The Company agrees to accept applications for special early retirement for a three (3) month period beginning October 1 and ending December 31 of each year of the Collective Agreement.

Those employees who have applied for early retirement between October 1 and December 31, 2000 and who were hired on or before December 31, 1971, regardless of

their age, will be eligible for unreduced early retirement provided the employee has attained thirty-years (30) of credited service on or before the actual retirement. Actual retirement will occur between February 28, 2001 and December 31, 2001 with pension payments to commence in the month following retirement.

Pension paid under this Window Programme will be based on actual pension service as defined in the Plan. Pension benefits payable to members who retire under this Window Programme will be the benefits provided under the Plan as of March 2001. This Window Program is guaranteed.

Employees who were hired on or before December 31, 1972, regardless of their age, will be eligible for unreduced early retirement provided the employee has attained thirty-years (30) of credited service on or before the actual retirement. Eligible employees wishing to retire must apply for retirement during the window period. Actual retirement will occur between February 28, 2002 and December 31, 2002 with pension payments to commence in the month following retirement.

Pension paid under this Window Programme will be based on actual pension service as defined in the Plan. Pension benefits payable to members who retire under this Window Programme will be the benefits provided under the Plan as of March 2002. This Window Programme is guaranteed.

The above statements will apply to employees hired prior to December 1973, December 1974, December 1975, December 1976, December 1977, December 1978, December 1979, December 1980, December 1981, December 1982 and December 1983 as well with the corresponding dates (years) changed to recognize the 30 year requirement.

**Plan Amendments:**

The Parties agree that the Company shall amend the DB Plan as required to reflect the changes to the DB Plan as outlined above. All of the above shall be forwarded as soon as possible to FSCO and CRA following ratification to seek their approval. Proposed Amendments to be filed with FSCO and CRA to Pension Plan for Hourly Rated Employees of Gerdau Ameristeel Corporation Whitby Division Pension Plan (Registration Number 0550228).

*Regarding Employees Hired on or after February 28, 2010:*

Employees hired on or after February 28, 2010, are not eligible to participate in the Defined Benefit Pension Plan as described in this Letter No.13.

Employees hired on or after February 28, 2010, are required to participate in the Company's Defined Contribution (DC) Plan. Participation shall begin in the pay period following completion of two (2) months' continuous service. The Company shall contribute 1% of the employee's regular gross earnings, regardless of the employee's contribution. The employee will have the option to contribute voluntary amounts subject to applicable legislation. The Company will match the employee's voluntary contributions up to an additional 3% for a total Company maximum contribution of 4% of

the employee's regular gross earnings. Regular gross earnings shall exclude items such as payments from the S.U.B. Fund, Meal Allowance and Tool Allowance.

The parties further agree that the Company shall establish a Defined Contribution Pension Plan as soon as is practicable to incorporate the above provisions applicable to employees hired on or after February 28, 2010.

#### **8.12 Portability of Retirement Benefits**

Notwithstanding anything in this section to the contrary, a Member who, on or after June 20<sup>th</sup>, 2018 retires or is eligible to retire pursuant to this Section 8 may, in lieu of such pension elect to:

(a) transfer the Commuted Value of such pension to another registered pension plan of which the Member is a member, providing the terms of the other pension plan permit such transfer; or

(b) transfer the Commuted Value of such pension to the Member's eligible prescribed retirement savings arrangement; or

(c) apply the Commuted Value of such pension to purchase from a life insurance company licensed to transact business in Canada, an immediate or deferred annuity;

in accordance with the provisions of the Pension Benefits Act in respect of the transfer of locked-in amounts, and subject to the regulations limiting such transfers when the solvency of the Plan may be impaired.

Upon such transfer or purchase, the Member shall have no further entitlement under the Plan.

#### **LETTER NO. 14 THE PROVISIONS OF ARTICLE 23.07(a) 4**

Employees with twelve (12) years job seniority will be scheduled in accordance with provisions of 23.07(a) 4. Employees with less than twelve (12) years job seniority shall be excluded from the above provisions and be scheduled to provide the necessary coverage to meet the needs of plant operations

# LETTER NO. 15 SCHEDULES

It is agreed that, any twenty (20) turn schedule must be worked on one or the other of the following shift patterns

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	X	X	N	N	N	N	N	N	N	X	X	A	A	A	A	A	A	A	X	X	D	D	D	D	D	D	X	X
B	A	A	A	A	X	X	D	D	D	D	D	X	X	X	X	N	N	N	N	N	N	N	N	X	X	A	A	A
C	D	D	D	D	D	X	X	X	X	N	N	N	N	N	N	N	X	X	A	A	A	A	A	A	A	X	X	D
D	N	N	X	X	A	A	A	A	A	A	A	X	X	D	D	D	D	D	D	X	X	X	X	N	N	N	N	N

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	N	N	N	N	N	X	X	X	X	A	A	A	A	A	A	A	X	X	D	D	D	D	D	D	X	X	N	N
B	A	A	X	X	D	D	D	D	D	D	X	X	N	N	N	N	N	N	N	X	X	X	X	A	A	A	A	A
C	D	D	D	X	X	N	N	N	N	N	N	N	X	X	X	X	A	A	A	A	A	A	A	X	X	D	D	D
D	X	X	A	A	A	A	A	A	A	X	X	D	D	D	D	D	D	X	X	N	N	N	N	N	N	X	X	

It is agreed that, when a 4 crew 12-hour shift system is put into effect it will have the following shift pattern

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	X	D	D	X	X	N	N	N	X	X	D	D	X	X	X	N	N	X	X	D	D	D	X	X	N	N	X	X
B	X	N	N	X	X	D	D	D	X	X	N	N	X	X	X	D	D	X	X	N	N	N	X	X	D	D	X	X
C	N	X	X	D	D	X	X	X	N	N	X	X	D	D	D	X	X	N	N	X	X	X	D	D	X	X	N	N
D	D	X	X	N	N	X	X	X	D	D	X	X	N	N	N	X	X	D	D	X	X	X	N	N	X	X	D	D

It is further agreed that, when a 3 crew 12-hour shift system is put into effect it must be worked on one of the following shift patterns

	Week 1								Week 2								Week 3							
Crew	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
A	X	D	D	D	X	X	X	X	N	N	X	D	D	X	X	X	X	N	N	X	X			
B	X	X	X	N	N	N	X	X	D	D	D	D	D	X	X	X	X	N	N	X	D			
C	X	N	N	X	D	D	X	X	X	X	X	N	N	X	X	D	D	D	X	X	X			

	Week 1								Week 2								Week 3							
Crew	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
A	X	N	N	N	X	X	X	X	D	D	X	N	N	X	X	X	D	D	D	D	X			
B	X	X	X	D	D	D	X	X	N	N	N	X	D	X	X	X	X	N	N	X	D			
C	X	D	D	X	N	N	X	X	X	X	D	D	D	X	N	N	N	N	X	X	X			

Thursday/Friday

Crew	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
A	D	D	X	X	X	X	N	N	X	D	D	X	X	X	X	N	N	N	X	X	D	D
B	X	N	N	N	X	X	D	D	D	X	X	X	X	N	N	X	D	D	X	X	X	X
C	N	X	D	D	X	X	X	X	N	N	N	X	X	D	D	D	X	X	X	X	N	N



	Week 1							Week 2							Week 3							Week 4						
Crew (Hrs)	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A (12)	D	D	x	x	x	N	N	N	x	x	x	x	D	D	D	D	x	x	x	N	N	N	x	x	x	x	D	D
B (12)	N	x	x	x	x	D	D	D	D	x	x	x	N	N	N	x	x	x	x	D	D	D	D	x	x	x	N	N

**Schedule 3 may be implemented for up to four (4) months during any calendar year. Only one (1) instance of implementing this schedule may involve two consecutive months on Schedule 3. In the event that the demand charge is incurred while Schedule 3 in effect, operations will revert to Schedule 2 for the balance of that month.**

**Schedule 4**

	Week 1							Week 2							Week 3							Week 4						
Crew (Hrs)	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A (12)	D	D	x	x	x	N	N	N	x	x	x	x	D	D	D	D	x	x	x	N	N	N	x	x	x	x	D	D
B (12)	N	x	x	x	x	D	D	D	D	x	x	x	N	N	N	x	x	x	x	D	D	D	D	x	x	x	N	N

**Schedule 4 is an alternative to Schedule 3. Pay for employees on this schedule shall be on an average basis of 40 regular hours per week.**

**The Refractories Department will work the following schedule or that described in Letter No. 52.**

	Week 1							Week 2							Week 3							Week 4						
Crew	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Refractories	x	D	D	D	D	D	x	x	D	D	D	D	D	x	x	D	D	D	D	D	x	x	D	D	D	D	D	x



**LETTER NO. 16  
COVERALL PROGRAMME**

The Company shall continue to pay all costs associated with the coverall programme. The current coverall/work apparel programme shall remain in place for the life of the Collective Agreement.

**LETTER NO. 17  
LUNCHROOM/CATERING SERVICES**

The Company agrees to maintain the current lunchroom catering facilities, or equivalent, for the duration of the Collective Agreement.

The Company further agrees to augment the above facilities with a catering truck.

In the event the chosen truck is unable to fulfill the commitment, the parties will meet and by mutual agreement, select an equivalent alternative.

**LETTER NO. 18  
RE: PENSION PLAN AGREEMENT**

AGREEMENT dated April 25, 1994 between Co-Steel Lasco (The Company) and Local 6571 of the United Steelworkers of America (The Union).

The terms and conditions of the Pension Plan for Hourly-Rated Employees of Co-Steel Lasco effective January 1, 1968 and subsequently amended from time to time, most recently April 25, 1994 are hereby incorporated into the Collective Agreement between the Company and the Union.

**General Provisions**

During the term of this Agreement the Company will not amend the Pension Plan without the written consent of the Union. All contributions are made irrevocable and in trust. Under no circumstances may any part of the pension fund revert to the Company, except as addressed in Section 16 of the Pension Plan. The pension fund shall be used for the sole purpose of providing benefits to plan members and survivors.

**Duration**

This agreement shall become effective on February 28, 1994 and shall remain in effect until February 27, 1997. If either party desires to change, amend or terminate at such latter date, it shall file notice with the other party at least ninety (90) days prior thereto. If neither party files such notice, the Agreement shall remain in full force and effect from year to year thereafter.

**LETTER NO. 19  
EMPLOYEE RECORDS**

This letter will confirm that the Company agrees to produce two (2) types of employee records.

The first record will be a work history record which will record all non-disciplinary information about an employee. The second record will be solely a disciplinary record which will record all incidences of discipline associated to progressive discipline.

**LETTER NO. 20  
HUMANITY FUND**

The Company agrees to deduct on a weekly basis the amount of (not less than \$0.01 per hour) from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first "Humanity Fund" deduction as aforesaid shall be for the fifth week following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the programme of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four weeks following ratification of this Agreement or at any time thereafter.

**LETTER NO. 21  
UNION OFFICE**

Gerdau Ameristeel does agree to provide an office facility approximately 15' x 13' located in the south west corner of the hourly locker room.

This office facility will be constructed and ready for usage one month after the signing of the memorandum of agreement.

It is further understood by both parties that this facility is solely to be used for the conducting of legitimate Union business. The Union will be responsible for equipping this facility with appropriate office furniture. The Company will provide a telephone with agreed upon restrictions.

The usage of this facility will conform with all plant rules, insurance and fire regulations.

**LETTER NO. 22**  
**ARTICLE 12.06(c)(5)**

It is understood that the application of plant seniority in Article 12.06(c)(5), paragraph 2 is to provide for the employees in the pool to exercise their plant seniority to obtain a position within the pool.

**LETTER NO. 24**  
**12 HOUR SHIFTS - Terms and Conditions**

Unless specifically abridged in Letter NO 24, all the terms and conditions in the Collective Agreement apply. These amendments are only for the people who will be affected by 12 hour shifts, they do not affect anybody who will not be working 12 hour shifts.

Before a twelve hour shift system can be put into effect, a vote is taken of the people affected in the area concerned. This vote requires a 69% acceptance rate of the people affected, before a twelve hour shift system can be worked. If the 69% is not met, the twelve hour shift pattern will not be worked.

The areas currently working a twelve hour shift pattern are:

<b>Steelmaking</b>	<b>Rolling Mills</b>	<b>Shipping</b>
Melt Shop	Bar Mill - Rolling Mill	
Concast	Bar Mill - Finishing	
Ladles	Structural Mill - Rolling Mill	
Cranes	Structural Mill - Finishing	
Maintenance "Shift" personnel	Set Up	
Stores	Cranes	
Billet Yard	Maintenance "Shift" personnel	

Art 17 Union committee meetings that require the members of the various committees to meet with Company representatives in meetings that result in the loss of two shifts shall receive payment for both shifts from the Company.

Art 17 Jury Duty and disinterested third-party witnesses:

**Night Shift:** employees so scheduled shall receive payment for the full shift, but are not required to work the night shift that starts at 8pm on the day preceding their day of appearance if they are scheduled to work. Employees so scheduled shall receive

payment for the full shift but are not required to work the night shift that starts at 8pm on the day of appearance if they are scheduled to work, unless they are released by the court before noon, in which case they shall be required to report to work at 8pm that evening for the night shift.

**Day Shift:** employees so scheduled shall be paid for the full shift, but are not required to work the day shift that they report to the court, unless they are released by the court before noon, in which case they shall be required to report to work for the remainder of the day shift.

Art 20 Paid Holidays will be recognized from 8am the day of the holiday, until 8am the day after the holiday. Anybody scheduled to start the night shift at 8pm on the day before the holiday will be required to report for work. Holidays shall be paid in the following manner:

If any holidays fall on any scheduled days off, eight (8) hours holiday pay, (and 1.5 times the rate for the first shift(s) back, to a maximum of sixteen (16) hours per shift).

If any holiday falls on a scheduled workday twelve (12) hours holiday pay

If any holiday is worked, twelve (12) hours holiday pay plus 1.5 times rate for all hours worked. (except for the holidays that pay 2 times the rate if worked).

If any holiday falls during a vacation period, which is recognized as the period beginning from the end of the last scheduled shift worked prior to the vacation, until the start of the next scheduled shift worked, and all the days off in between these days, then the first regularly scheduled shift(s) back after the vacation period shall be recognized as a lieu day(s) for the holiday(s) and shall be paid 12 hours holiday pay for each lieu day, and the employee shall not be required to report for work unless he has specifically requested and been granted permission to do so. In this case, he shall be paid an additional double time the regular rate for all hours worked. If a paid holiday falls on a scheduled work day within a vacation period, the paid holiday must also be taken as a vacation day in order for it to be included in the vacation period.

Art 21 Vacation will be taken in hours, either as a single shift or in groups of two, three or four consecutive shifts at a time, depending on the number of consecutive shifts a person is scheduled to work. On a 12 hour shift schedule a regular request is considered to be the entire cycle of two, three or four shifts. When an end component of less than 12 hours vacation exists, this end component must be taken at one time with a minimum twenty-four hours' notice given when applying'

Art 21 The same entitlement will be in place regarding how many people off at one time, but instead of weeks being used, it will be cycles, (groups of two or three or four shifts). For the purpose of overtime availability, only actual vacation cycle days shall be booked as not available if the overtime list dictates that it should be that employees' turn to be offered the opportunity.

Where the vacation taken by a Maintenance "Shift" man results in the need for a replacement to cover the 12 hour shift, it will be filled in the following manner:

First, all attempts shall be made to cover the necessary shifts with overtime

Secondly, if the necessary shifts cannot be covered with overtime, then a volunteer will be sought from employees in the department in the same trade and craft group as the vacationing employee, to go on the 12 hour shift schedule and cover the vacation period(s) as required.

Lastly, if the required coverage cannot be obtained with either of the first two methods, then the tradesman with the least job seniority in the respective group will be transferred to the 12 hour shift schedule to cover vacations as required.

In cases that result in the replacement shift man transferring to the 12 hour schedule, it will only be necessary to work night shifts that are actually being taken as vacation by the regular shift man. Occasions could arise where the transfer was made to provide coverage for vacations taken on day shift, but include night shifts in the same time frame, that are not being taken as vacation. In these instances, the replacement shall not be required to work the night shift with the shift man, but shall work day shift on the corresponding days.

Where an employee is transferred to the 12 hour shift pattern in the above manner, he will not be required to follow the schedule for two weeks in order to make up for any loss of pay suffered when scheduled for only 36 hours, instead of his regular 40 hours. In such cases, he shall be entitled to a payment of four hours at straight time in addition to the 36 hours at straight time. This additional four hours shall not be required to be worked, and shall not count against any ability to work overtime in the same pay week.

Art 21 For the purposes of twelve hour shifts, Production Vacation Shutdowns as outlined in 21.07 of the Collective Agreement, shall commence at 8:00am on a Monday and finish 336 hours later at 8:00am on a Monday. Where the 12 hour shift pattern is worked on a three crew basis, the Production Vacation Shutdowns referred to herein, shall commence at 8:00am on a Saturday and finish 336 hours later at 8:00am on a Saturday.

Art 23 The pay week for the twelve (12) hour shift schedule will start at 8:00am on Sunday and finish 168 hours later and repeated weekly. This change does guarantee 36 hour and 48 hour work weeks.

Art 23 Lunch periods and breaks increase in frequency due to the longer shift. There shall now be two 30 minute lunch breaks. Because breaks are handled differently from crew to crew, rather than fix the break times, there is a pro-rated increase in the number of coffee breaks.

Art 24 One pay week will be 36 hours pay at straight time, any time worked in excess of the regularly scheduled hours in this pay week shall be paid at the appropriate overtime rate as laid out in Article 24 of this Collective Agreement.

The following pay week will be 48 hours, any time worked in excess of the regularly scheduled hours in this pay week will be paid at the appropriate overtime rate as laid out in Article 24 of this Collective Agreement. Time and one half the regular hourly rate will be paid for the 41<sup>st</sup> to the 48<sup>th</sup> hours worked in this pay week. If an employee does

not work 48 hours in this pay week because of a paid holiday(s), bereavement, vacation or permission to be absent then the time and one half rate will apply to the last 8 hours worked.

Where the 12 hour shift pattern is worked on a three crew basis, two out of every three pay weeks will be 36 hours pay at straight time, any time worked in excess of the regularly scheduled hours shall be paid at the appropriate overtime rate.

The third week will be a 48-hour pay week and will be paid at time-and-one-half for the 41<sup>st</sup> to the 48<sup>th</sup> hours worked. If an employee cannot work 48 hours because of a Paid Holiday(s), bereavement, vacation or leave of absence, then eight hours will be paid at time-and-one half, and straight-time for the remaining regularly scheduled hours in that pay week.

Any time worked in excess of the regularly scheduled hours shall be paid at the appropriate overtime rate. The Parties understand that the regular shift pattern entitles an employee to a standard pattern of income, the Company will endeavor to minimize disruption to this income when transferring employees. Should circumstances arise wherein an employee is repeatedly and negatively impacted by such transfers the Parties will discuss remedies.

Art 24 Shift Premiums shall be totaled for the current 28 day cycle (\$50.15) and paid as an average hourly premium (34 cents) on all 168 hours that form the basis of a 12 hour shift schedule over the same 28 day cycle.

Art 24 Overtime meal allowances will be earned after 12 regular hours.

Art 24 Shift exchanges have to be pre-authorized and will only be allowed with people from the crews on their days off. In no circumstances can they result in any person working more than 13 hours in any 24 hour period. The practice of "selling" shifts will not be allowed for people on a 12 hour shift system.

Art 25 Overtime as the result of a no-show shall be reduced to a maximum stay over of one hour. This one hour stay over may not apply to everybody. Failure on the Company's part to provide adequate shift coverage is not considered an emergency. It is therefore not an acceptable reason for breaking the law or the Collective Agreement.

Ltr 12 Employees on twelve hour shifts who qualify for Weekly Indemnity shall be paid as follows:

1. The current seven (7) day waiting period shall now be forty (40) hours of lost time.
2. The current Weekly Indemnity rate of \$675.00 per week is for the loss of forty (40) regular hours pay, this is equal to a rate of \$16.87 per hour.
3. This amount (\$16.87), shall be paid for each hour of lost time. If the lost time includes the eight (8) hours overtime in the forty-eight (48) hour week, a further four (4) hours at the rate of \$16.87 shall be paid.

- Misc. T.A.S. call-in deadlines will be one hour before the start of day shift, and two hours before the start of night shift.
- Misc. Voting privilege entitles employees scheduled to work day shift on the polling date, 4 hours off during polling hours so they may vote.
- Misc. If a vote results in a 12 hour shift trial in areas that are not currently on 12 hour shifts, vacations that have already been approved will be honoured. The total number of hours taken will change to reflect Article 21 (Vacations) as outlined in these terms and conditions. If the shift system in place, at the time the vacation is to be taken, changes back to an 8 hour shift system, approved vacations shall be honoured, should the employee(s) desire.

It is further agreed that, as a result in the change of the Production Schedule that there may be an effect on certain employees that results in a shortage of pay. The Company agrees to pay any losses realized by employees.

It is further agreed that, as a result in the change of the Production Schedule, there may be an effect on the vacation requested by certain employees. The Company agrees to observe the agreed vacation request or, at the employee's request, substitute the vacation dates to the corresponding equivalent that results in the same timeframe being recognized as the vacation period. In this event, should the new request result in the consumption of more vacation hours, the employee has the option of having a leave of absence to cover the extra hours.

- Misc. All Lines of Progression in the Steelmaking department must be on the same schedule scheme, with the exception of the Refractories and Billet Yard which can be on a different schedule scheme.

**LETTER NO. 25**  
**RE: LOCOMOTIVE OPERATION**

The Company agrees that all rail service must be performed by bargaining unit Locomotive Operators and incumbents in accordance with their job seniority.

The Trackmobile will serve only as a backup for the locomotive in the event the locomotive is out of service.

During periods that the locomotive and Trackmobile are out of service, which means the inability to operate the equipment as the result of a mechanical or electrical failure, the Locomotive Operators will be assigned clean up work by their supervisor.

**LETTER NO. 26**  
**LOCOMOTIVE LINE OF PROGRESSION AND OHIO CRANE LINE OF PROGRESSION**

This letter will confirm the change in the Locomotive Line and Ohio Crane Line of Progression. This letter will also identify all incumbents to either Line of Progression.

When all incumbents have been exhausted or have taken permanent postings elsewhere in the company, the following will be recognized:

1. The Truck Driver position will be filled by job posting.
2. The Mobile Crane Operator position will be filled by job posting.

See Lines of Progression in Steelmaking.

### **LOCOMOTIVE OPERATORS AND INCUMBENTS**

Bill Churchill	65090*
Lou Speziale	65010
Frank Pisani	65028
Jim Peters	69008
Phil Lewins	79116
Bob Chilvers	80099

### **MOBILE CRANE OPERATORS AND INCUMBENTS**

Ron Irwin	64079
Gib Ervin	67033
Floyd Cullen	69049
Eugene Carney	69029
Al Trotter	68033
Sonny Pearson	70008*
Jack Rolson	73005*
Pat Coe	67032*

\*Denotes currently on other assignment.

## **LETTER NO. 27 JOINT MODIFIED WORK PROGRAM**

### **A UNION-MANAGEMENT PROTOCOL FOR THE REINTEGRATION OF EMPLOYEES WITH DISABILITIES INTO THE WORKFORCE**

#### **1. MODIFIED WORK COMMITTEE (“MWC”)**

- A Modified Work Committee (“MWC”) will be established. The MWC shall consist of 2 members appointed by the company, 2 members appointed by the union, and 1 member who shall be the Chair and who shall be appointed by the Company. The



union members of the MWC shall be compensated in accordance with the terms of the collective agreement at their applicable rate of pay and shall suffer no loss of earnings by virtue of their participation on the MWC. All office and administrative expenses of the MWC shall be borne by the Company, including the expenses incurred in obtaining such medical, ergonomic or other reports which the MWC may require, from time to time, as the case may be.

## **2. OBJECTIVES OF THIS PROTOCOL AND OF WORK OF MWC**

- The Objective of the MWC is to facilitate and encourage the re-integration of employees with disabilities into the work force, in a co-operative, constructive and effective manner, consistent with the needs of the affected employee and the other employees in the bargaining unit, and the successful operation of the business.

## **3. EXPERT ADVICE AND REPORTS AVAILABLE TO MWC**

- In order to achieve the Objective in paragraph 2, above, the MWC shall obtain such expert advice and reports from medical practitioners, ergonomists, etc., as the MWC may determine is necessary to complete its evaluation of the employee's medical condition and/or the workplace, to determine whether the employee's medical condition has stabilized, to evaluate options for appropriate accommodation as part of the return to work plan, and to monitor the employee's successful reintegration into the workforce.

## **4. MWC PROTECTED BY CONFIDENTIALITY AND PRIVILEGE**

- All activities and discussions of the MWC are confidential. None of the notes, or other documents or writings prepared by or for the MWC or obtained by the MWC, except medical reports about a worker and ergonomist reports about a worker or about the workplace, shall be compellable or produced at arbitration and no evidence will be elicited from any members of the MWC about the activities and discussions of the MWC, except as may be prescribed by law.
- However, the company and the union agree that either can produce documents of the activities and discussions of the MWC in connection with establishing or challenging the extent of the efforts of the union, company or employee to make reasonable accommodation subject to undue hardship and to conduct themselves reasonably in the effort to accommodate the employee with a disability whether that issue arises before a Board of Inquiry under the Ontario *Human Rights Code*, before a board of arbitration, or elsewhere.

## **5. MWC UNION MEMBERS ASSIST EMPLOYEE DISABILITY**

- The employee in need of accommodation will contact the MWC and the MWC union representative(s) will assist the employee to understand the processes of the MWC, the applicable time frames and what assistance and co-operation may be required from the employee.

**6. MWC DECIDES IF EMPLOYEE HAS A DISABILITY OR REFERRAL TO UNION FOR POSSIBLE ADJUDICATION**

- If all of the members of the MWC do not accept that the bargaining unit employee has a disability and is therefore entitled to accommodation subject to undue hardship, the matter may be resolved in accordance with paragraph 15, below.

**7. MWC OBTAINS MEDICAL RESTRICTION/PRECAUTION INFORMATION**

- The parties agree that the MWC must have a complete understanding of the employee's medical restrictions/precautions. Information will be obtained from the employee's family physician's report, the employee's specialist's report, other medical reports from health care professionals and from experts treating the employee and from such other sources as the MWC considers necessary.

**8. MWC OBTAINS EMPLOYMENT HISTORY FOR JOB FUNCTION EVALUATION**

- The MWC will review the employee's employment history including assessing the essential duties of the last job performed by the employee, the physical demands of the entire job and the physical demands of the essential duties.
- The MWC will review the work performed in the workplace in addition to the manner of dividing the work up into jobs and classifications.

**9. MWC PREPARES "LIST I" – JOBS WHICH EMPLOYEE CAN PERFORM**

- Where the MWC, assisted by the medical and other information reviewed, concludes that the last job is not suitable, the MWC will record on "List I" all jobs, the *essential duties* of which the employee can perform, having regard to his abilities and disability(ies). List I will be shared with the employee and his comments and input will be considered.
- Where there are some jobs identified on List I, the MWC will examine the undue hardship considerations, in accordance with paragraph 12, below.

**10. MWC PREPARES LIST II – JOBS WHICH EMPLOYEE CANNOT PERFORM BECAUSE OF DISABILITY, IDENTIFYING ESSENTIAL DUTIES AND ACCOMMODATION POSSIBILITIES**

- The MWC will identify on "List II" all jobs, the *essential duties* of which the employee cannot perform, having regard to his abilities and disability(ies), with a notation identifying what the *essential duty(ies)* is that the employee cannot do, and what accommodation if any would be required to assist the employee to be able to perform the essential duty(ies).

**11. COLLECTIVE AGREEMENT PROVISIONS MAY SERVE AS A BARRIER**

- The parties acknowledge that any collective agreement provision which may serve as a barrier for the employee to perform a job on List II shall be specifically noted and the necessary accommodation identified. Subject to the undue hardship considerations in accordance with paragraph 12, below, no limiting factors, such as the configuration of jobs currently performed by employees, classification schemes, cost of equipment or

training, convenience or inconvenience to the employer or other employees, disruption to the employer's business or system of production or disruption to other employees, will be considered in identifying the possible accommodations.

**12. UNDUE HARDSHIP CONSIDERATION AND LEAST DISRUPTIVE APPROACH TAKEN INTO CONSIDERATION IN MWC RECOMMENDATION(S)**

- The MWC will evaluate undue hardship considerations with respect to the required accommodation, if any, in assessing which of the jobs on Lists I & II are appropriate for the employee.
- The MWC will select the job(s) for the employee with a disability that requires the least accommodation, provided such accommodation will permit the employee to perform the essential duties of the job, having regard to factors such as the configuration of the jobs currently performed by employees, classification schemes, cost of equipment or training, convenience or inconvenience to the employer or other employees, disruption to the employer's business or system of production or disruption to other employees, including interference in the acquired seniority of another employee.
- Once it is clear to the MWC that the employee cannot perform any work in his pre-injury/illness job, and in his pre-injury/illness Line of Progression, the MWC shall recommend that the employee with a disability be considered for placement first in his/her own Department, and then in other Departments, and, subject to paragraph 13, below, on the basis that the employee with a disability shall not displace another employee with greater Plant Seniority.
- In addition, in fashioning its recommendations, the MWC will consider which of the potential placements are comparable to the last job performed by the employee in terms of compensation, classification and such other factors as the MWC considers appropriate.

**13. EXCEPTION**

- Except where such interference may be required to afford the employee with a disability with necessary accommodation to perform the only possible functions the employee can perform having regard to his ability, failing which the employee would be laid off and/or terminated from employment, the MWC shall not make a recommendation which results in the interference with another employee's seniority rights under the collective agreement.

**14. EMPLOYEE HAS INPUT INTO RECOMMENDATION**

- The Committee will include with its recommendation(s) to the company a description of the accommodation(s) required for the functions recommended for the employee and a recommendation about the duration of a trial period, if appropriate. In addition, the MWC shall rank its recommendations commencing with its most highly recommended option and ending with the least highly recommended option. A draft copy shall be provided to the employee for his comments not less than five working days before submission of the recommendations by the MWC to the company. The MWC shall consider the employee's concerns and suggestions, if any, in the final recommendation made by the MWC to the Company.

**15. DISAGREEMENT ABOUT WHETHER THE EMPLOYEE IS DISABLED**

- Where the members of the MWC do not all agree that an employee has a permanent disability “because of handicap” as provided in section 10(1) of the Ontario *Human Rights Code*, that issue will be decided in accordance with the arbitration provisions under the collective agreement or pursuant to section 49 of the *Labour Relations Act, 1995*. The board of arbitration shall be requested by the parties to determine if the employee is entitled to accommodation “because of handicap”. The parties shall request the board of arbitration to reserve jurisdiction to determine the nature of the required accommodation.

**16. DISAGREEMENT ABOUT THE APPROPRIATE ACCOMMODATION**

- Where the members of the MWC do not all agree on the required accommodation for an employee who is entitled to accommodation because of the employee’s disability(ies), that issue will be referred for determination under the collective agreement or pursuant to section 49 of the *Labour Relations Act, 1995*. The board of arbitration shall be advised that there is not a dispute that the employee is a person who has a handicap within the meaning of section 10 (1) of the Ontario *Human Rights Code*. The board of arbitration shall be requested to determine whether the accommodation option(s) proposed by the company comply with section 17(2) of the Ontario *Human Rights Code* and if not, to direct the appropriate accommodation. In so determining, the board of arbitration shall consider the accommodation options considered by the MWC and such additional accommodation options as may be appropriate.

**17. RIGHT TO GRIEVANCE PROCEDURE PRESERVED**

- Where the company does not accept the recommendation of the MWC, an employee’s right and the union’s right to file a grievance in respect of the decision of the company in accordance with the grievance procedure under the collective agreement is not affected by this Protocol.
- Where the company does accept the recommendation of the MWC, an employee’s right to file a grievance in respect of the decision of the company in accordance with the grievance procedure under the collective agreement is not affected by this Protocol.

**18. ANNUAL REVIEW OF WORK OF MWC**

- On December 31 of each calendar year, the MWC shall provide to the company and to the union an Annual Review of its work setting out information about the number of cases it has handled in the year, the disposition of each case and a follow up on each worker reintegrated into the workforce in accordance with its recommendations. The report may also include joint recommendation(s) for such changes to this Protocol as the MWC may consider advisable and which in their opinion will advance the Objective set out in paragraph 2, above.

## **LETTER NO. 29**

### **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

*It is the intent of the parties to the collective agreement to institute an alternative dispute resolution process. It is understood this is not to replace Article 9, Arbitration, as outlined in the Collective Agreement but to be used as an alternative to.*

#### **Grievance Selection**

Either party can request that a grievance that has been dealt with as outlined in Article 8 Grievance Procedure, of the Collective Agreement, be submitted to the alternative dispute process and shall make such request, in writing, addressed to the other party of this Agreement. The other party can accept or decline this process. If accepted the grievance shall be dealt with as outlined below. In the event the request is declined the grievance may be dealt with as outlined in Article 9 Arbitration, of the Collective Agreement.

#### **Selection/Cost of Arbitrator**

The parties will mutually select, and jointly bear all costs associated with the Arbitrator and the hearing venue. Selection of the Arbitrator shall be by mutual agreement. All of the hearings shall take place within the Oshawa/Whitby area at an agreed to location.

#### **Role of Arbitrator**

The Arbitrator may be required to hear one or more cases put before him/her on a given day. The parties may determine that several like grievances can be grouped together for the sake of expediency and the decision shall apply to all like grievances. The selected arbitrator will hear the cases put before him/her, and will within 14 days give a written decision. The Arbitrator shall not have any power to alter or change any provisions of the Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the Collective Agreement. The Arbitrator may dispose of the grievance in any manner which, in the opinion of the Parties or the Arbitrator, as the case may be is just and equitable. The decision of the Arbitrator will be final and binding upon the Company and the Union, but will not be precedent setting. The Arbitrator may remain seized until the settlement is completed.

#### **Presentation**

The Human Resources Manager or his designate shall present the case on behalf of the company. The Union President or his designate shall present the case on behalf of the union. Either party can bring one person as an observer, this individual will not be allowed to participate in the proceedings. It is agreed at no time will either party retain/use outside representation, or their respective legal counsels to represent a case going before the Arbitrator.

#### **Information/Documentation**

There will be no witness called before the arbitrator; in their place either party, if required can provide a witness/grievor statement of fact. Both parties will at least 30 days prior to the arbitration supply the other party with any and all information that they intend to use to uphold or support their position, that includes any witness/grievor statements of fact ("will say")

statements). It is agreed that no information, documentation, or statements will be admitted as evidence that has not been provided to the other party as outlined above.

**Protocol**

Unless specifically addressed in this letter of agreement, all rules and protocols will be adhered to as in a formal Arbitration. Should there be any disagreements with this protocol, the parties shall revert to Articles 8 and 9 of the Collective Agreement and this protocol shall be deemed suspended.

**LETTER NO. 30  
MEDIATION**

The parties will mutually select, and jointly bear all costs associated with the Mediator. All of the hearings shall take place within the Oshawa/Whitby area at an agreed to location.

In an attempt to settle the grievance prior to arbitration, Mediation will be used after the grievance procedure has been concluded. The Mediator cannot require the parties to settle the grievance in any particular way but can help the parties decide how to settle it themselves, as well as offer professional advice and suggestions.

Grievance Mediation is a supplement to and not a substitute for the grievance procedure in the Collective Agreement. All grievance mediation discussions are conducted on a without prejudice basis.

If the parties fail to resolve the grievance in Mediation, either party may request that the grievance proceed to Alternative Dispute Resolution. Either party can accept or deny this request.

**LETTER NO. 32  
CERTAIN EMPLOYEES**

The employees who were yet to acquire seniority as of December 18, 2000, as defined in Article 12.01(a) are hereby granted seniority and listed below:

<b>Employee Number</b>	<b>Last Name, First Name</b>	<b>Date of Employment</b>	<b>LOP</b>
2000076	BARNES, BRIAN	2-Oct-00	Ind Mech
2000077	ANDREASSEN, JASON	2-Oct-00	Ind Mech
2000078	BILLINGSLEY, JAMES	2-Oct-00	Ind Mech
2000079	MARTIN, WILLIAM	2-Oct-00	Ind Mech
2000080	GALANTE, ROGER	2-Oct-00	Ind Mech
2000081	WITKOWSKI, COREY	2-Oct-00	Ind Mech
2000082	SANTOS, JOSE	2-Oct-00	Ind Mech
2000083	LEBEL, MARCEL	2-Oct-00	Ind Mech
2000084	STOREY, TODD	10-Oct-00	Roll Turner

2000085	WOODCOCK, JEREMY	30-Oct-00	Furnace
2000086	SAUNDERS, JAMIE	30-Oct-00	Caster
2000087	MASON, ROB	30-Oct-00	Mill
2000088	CROWELL, SCOTT	30-Oct-00	Finishing
2000089	DESHANE, NICK	30-Oct-00	Finishing

**LETTER NO. 33  
DESIGNATED TRADE AND CRAFT JOBS**

1. These jobs will be filled by journeymen from the appropriate trade and craft group. Journeymen will be asked to fill these jobs, in order of plant wide job seniority. Available to the journeymen at the time of asking will be the known duties of the job and a sign off sheet. Should none of the journeymen accept, the Company shall assign the appropriate junior job seniority journeyman to the job.
2. Employees occupying these positions will continue to accrue job seniority in their trade and craft group and, if returning to their trade and craft group, may exercise their job seniority to the extent allowed by this Collective Agreement.
3. For vacation request purposes, as listed in, and unless otherwise indicated in, Chart "A", employees in these positions will be included in their respective crews, as per this Collective Agreement.
4. For overtime distribution purposes, as listed in Chart "A" employees in these positions will be included in the appropriate overtime equitability list, as per this Collective Agreement.
5. If required on downdays in other departments, employees in these positions will be assigned by least job seniority on the 'Designated Trade and Craft' job. For example:
  - i) If only one Crane Mechanic from the Steelmaking Department is required on a downday in the Rolling Mill, the junior Crane Mechanic in the Steelmaking department will be assigned to the Rolling Mill for the day.
  - ii) Should the job in the other department extend into overtime, then the Crane Mechanic(s) on the job will be offered the opportunity first. Should any of them refuse the offer, the overtime shall then be offered first to any remaining Crane Mechanics in the Rolling Mill, then to any Crane Mechanics remaining in the Steelmaking department. If the required coverage isn't met with the above procedure, the overtime will be offered to Rolling Mill Industrial Mechanics and finally to Steelmaking Industrial Mechanics, in accordance with Article 25 of this Collective Agreement. (Refer to Chart 'C')
  - iii) Employees occupying Designated Trade and Craft jobs in Chart 'B' below will not be moved between the Steelmaking and Rolling Mill departments on downdays, except as in paragraph 6 below.

## Chart 'B'

<b>Department</b>	<b>Job Name</b>	<b>Trade or Craft</b>	<b>Incumbent</b>
Steelmaking	Pumphouse Mechanic	Industrial Mechanic	Frank VanRijn
Rolling Mills	Rolling Mill Services Industrial Mechanic	Industrial Mechanic	Tim Pye
Steelmaking	Baghouse Mechanic	Industrial Mechanic	Erin Murphy

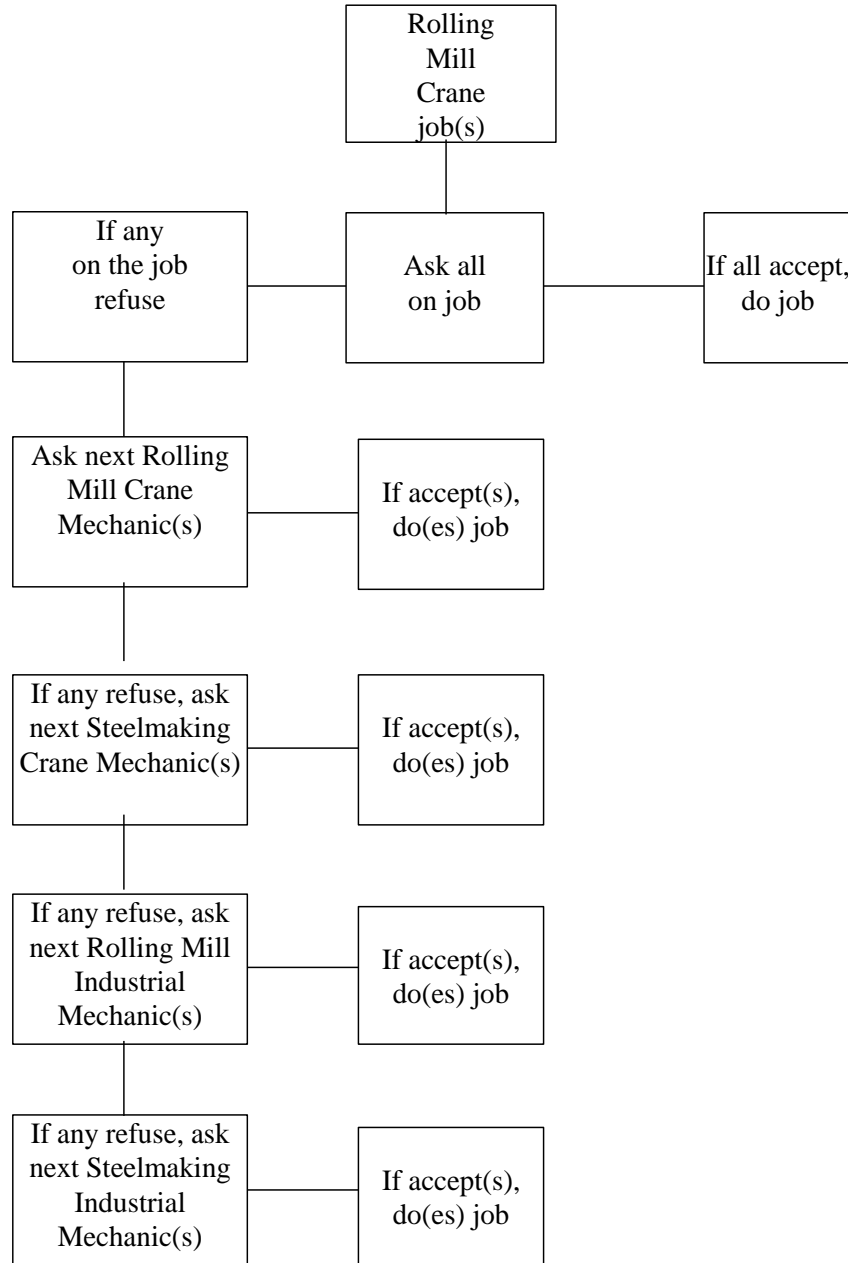
6. Designated Trade and Craft job employees will not be assigned work in another department unless it is to work in the same Designated Trade and Craft job. This rule may be set aside in the case of an emergency. However, if there is no work available in any department in the designated employee's trade and craft job, the designated employee may be assigned other maintenance work within his trade or craft.
7. A Lead Hand position as required will be awarded to the employee with the most Designated Trade and Craft job seniority.
8. Assignment of shift work will be as per Chart 'A'.
9. Employees who wish to remove themselves from a Designated Trade and Craft job, and who have seniority to do so, must do so in writing. The transfer will take place within 30 calendar days.
10. Temporary vacancies shall be filled in accordance with this Collective Agreement.
11. Overtime will be offered first in the Designated Trade and Craft job category and secondly in the root Trade and Craft, as per Chart 'A'.





**DOWNDAY OVERTIME OPPORTUNITIES**  
Rolling Mill Crane Mechanic job(s) used as example

**Chart 'C'**



**LETTER NO. 37**  
**ROLLING MILL LINES OF PROGRESSION**

*The following excerpt is from a Letter of Agreement signed August 29, 2003. The purpose of this letter is to firstly ensure the seniority of the three employees who successfully posted for the job of Checker on September 10, 2001. Secondly this letter shows the combining of two lines of progression, the terms and conditions, and the incumbent employees within the line.*

**Re: Rolling Mill Production Line of Progression**

The posting for Checker dated September 10, 2001, shall be null and void. The employees that received the three openings for Checker, as a result of the posting, namely Andre Bedard, Greg Meringer and John Brine, shall remain in the position of Checker and have all of their former Job Seniority reinstated. These people would have moved upline, from Structural Mill Shear/Saw Operator, into this job under the terms of this Letter of Agreement.

It is agreed as of the date of signing this Letter of Agreement, the Structural Mill Straightener and Bar Mill Straightener will be integrated into the Production line of progression. The Shear/Saw Operator shall be paid at the rate of JC #16 as of the date of signing of this letter. The resulting line shall be as illustrated below.

Checker  
Shear/Saw  
Bar Mill Straightener/Shear  
Structural Mill Straightener  
Spellman  
Stacker Operator  
Counter

The employees affected will be,

Jack Deshane  
Rick Corbett  
Guy Hardcastle  
Ray Stubbings  
Dan Maguire  
Al Lewis  
Paul Baron  
Dan Stewart

The above named employees will now move to fill temporary vacancies within the Rolling Mill Production line of progression under all the terms and conditions as set forth in Article 14 of the Collective Agreement, but only up to and including the position of Bar Mill Straightener/Shear Operator.

Further the Company will train the above named employees within the Rolling Mill Production line of progression to ensure equal opportunity for advancement and overtime within the line including the filling of temporary vacancies up to the level of Bar Mill Straightener/Shear Operator.

The above named employees shall only be eligible for permanent moves up to the level of Bar Mill Straightener/Shear Operator.

The above named employees shall not be eligible for permanent moves upline to Checker until all employees that had Job Seniority in the former Production (Shear) line of progression as at April 12, 2001, have moved through the position of Checker. Straightener Operators for the purposes of a permanent move or a reduction in the workforce will move within their former line of progression.

All employees that enter the line of progression after the date of signing this Letter of Agreement shall be eligible to advance through all positions up to and including Checker.

**LETTER NO. 38  
UNITED WAY**

The Union shall appoint two (2) members from the bargaining unit to act as canvassers for the United Way annual campaign. The two canvassers will be permitted two shifts each without loss of regular pay to canvass in the workplace, without being required to perform their regular duties. The Company will pay the lost time for the two shifts in each case. It is also agreed that they will be granted permission to canvass on their days off without cost to the Company.

The Company further agrees to continue the practice of payroll deduction and will forward the contributions to the United Way for the life of the Collective Agreement.

**LETTER NO. 39  
CREDIT UNION**

The Company will continue to make deductions on behalf of any member of the bargaining unit who is currently a member, or who becomes a member, of the Energy Credit Union Limited and will forward same to the Credit Union in accordance with the procedure agreed to between the Company and the Credit Union.

**LETTER NO. 40  
DISTRICT 6 SAVINGS PLAN**

The Company shall continue to make deductions from payroll for members of the USW District Six Savings Plan and contribute such deductions to the District Six Savings Plan in accordance with any reasonable instructions from the Plan administrators.

**LETTER NO. 41  
LONG TERM SHIFT EXCHANGE AGREEMENT**

This Long Term Shift Exchange Agreement may provide an opportunity for tradesmen within a Trades group to exchange shifts where it is mutually agreeable between the Company, the Union and the employees concerned, provided there is no impact on the seniority of any of the other employees in the trade group. The Long Term Shift Exchange Agreement shall be of one year duration and shall remain in force for this duration. Before the shift exchange can exceed this duration all parties must agree to review the agreement. Where the above mentioned parties do not agree the exchange will become null and void.

The Company and the Union agree that when a permanent change in schedule occurs which affects the seniority of the employees who have entered into a Long Term Shift Exchange Agreement and that change impacts on the shifts such employees will be working, the Long Term Shift Exchange will become null and void.

For the purposes of this agreement the “Company” shall mean the Departmental Manager or his designate and the “Union” shall mean the Union President or his designate.

**AGREEMENT BETWEEN EMPLOYEES**

I, \_\_\_\_\_, agree to exchange shifts in accordance with the above conditions.

I, \_\_\_\_\_, agree to exchange shifts with the above signed employee in accordance with the above conditions.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Departmental Manager

\_\_\_\_\_  
President Local 6571 USW

**LETTER NO. 42  
RE: HOURLY PENSION PLAN (REGISTRATION #550228) PAYMENT TO MEMBERS**

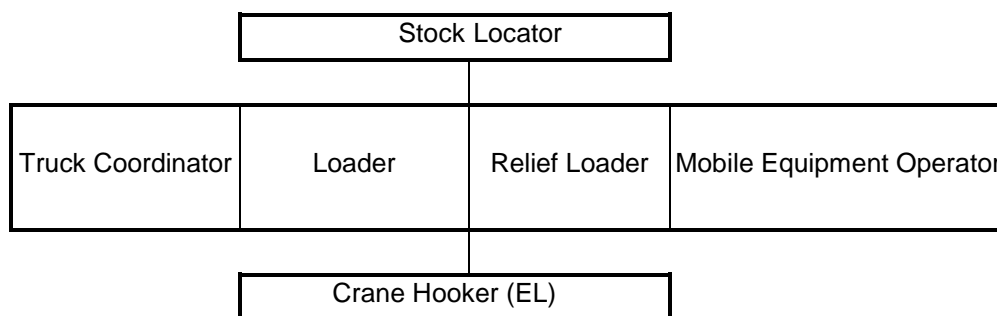
The parties agree that the document signed and attached hereto by the parties and titled Co-Steel Lasco – Hourly Plan Pensioner Listing as at March 1, 2002, is known as Appendix I and forms part of this Letter or Agreement.

The parties further agree that the amounts listed in the above-noted document and paid to the members of the Pension plan are correct unless it is determined at a future date that the amount paid to a member should be greater.

Under no circumstances shall either party attempt to recover any amount of pension paid to a member, in connection to the payments authorized by the above-noted document, nor shall a member be paid an amount lower than that listed in the above noted document.

**LETTER NO. 43**  
**SHIPPING LINE OF PROGRESSION**

The parties agree at the signing of this Collective Agreement that the Shipping Line Of Progression will function as illustrated below.



The Loader, Relief Loader, Mobile Equipment Operator and Truck Coordinator jobs will be at the same level in the line of progression.

In the event of a permanent vacancy in the position of Stock Locator, the senior person (job seniority) in the group of jobs immediately below shall be entitled to move up to fill the vacancy in accordance with Article 13 of the Collective Agreement.

Where a permanent vacancy occurs within the group of jobs at the same level in the Shipping Department, employees currently occupying these positions will be canvassed, in order of job seniority, to fill the vacancy. The resulting vacancy(s) created will be filled in the same manner (of canvassing by job seniority within this group of jobs). The applicant with the greatest amount of job seniority shall be awarded the job in accordance with Article 13.

The resulting final vacancy shall be filled by promotion of a Crane Hooker in accordance with Article 13.

All temporary vacancies within this Line shall be filled in accordance with Article 14 of the Collective Agreement.

**LETTER NO. 44**  
**CRANE REPLACEMENT OPERATOR**

*It is the intent of this letter to identify the Crane Replacement Operator as the entry level position in all crane lines and recognize the duties he will perform.*

Crane Replacement Operators will be the entry level position in the crane line of progression and will be used to fill vacancies in the crane line of progression in their department in accordance with Article 13.06 and Article 14 of this Collective Agreement. When not required to operate a crane, and having completed training in at least 2 cranes in their department, the Crane Replacement Operators may be assigned to work on the ground within their department. For clarity, in the Shipping department, NO. 25 crane must be one of the cranes the Crane Replacement Operator is trained in. At no time will the Crane Replacement Operator move up any line of progression beyond the entry level position as outlined in Articles 13 and 14 of this Collective Agreement.

Permanent vacancies for Crane Replacement Operators will be posted as per Article 15, should there be no applicants the Company shall have the right to hire Crane Replacement Operators from outside.

The Company shall maintain an adequate number of Crane Replacement Operators.

**LETTER NO. 45**  
**FINISHING HELPER**

*It is the intent of the parties to reactivate the position of the Finishing Helper within the Production Line Of Progression.*

It is agreed at the signing of this Collective Agreement the position of Finishing Helper will be reactivated and recognized as the entry level position within the Production line of progression.

It is understood and agreed that employees in this position will have the ability to work within both the Bar Mill and Structural Mill finishing departments as required by the Company and as outlined in the Finishing Helper job description.

For the purposes of scheduling and vacations, the employees in this position will be on the Bar Mill production schedule.

The two (2) employees listed below,

- Alf Buxcey - # 2004087
- Dave Stockton - # 2004092

shall be assigned to this position and have their job seniority commence as of the signing of this Collective Agreement. These employees shall be inserted into the line of progression, as operational requirements dictate, in accordance with their job seniority.

**LETTER NO. 46  
SPAREMAN**

*It is the intent of this letter to identify the position of Spareman and recognize the duties he will perform.*

New production employees, who are not hired as Crane Replacement Operators, will be designated as Sparemen.

The Company shall maintain an adequate number of Sparemen in the Steelmaking, Rolling Mills, and Warehouse/Shipping Departments to work within the respective area. These employees will have the ability to work in the entry level positions, and beyond if properly trained, within different lines of progression as outlined in Articles 13,14 and 15 of this Collective Agreement.

**LETTER NO. 48  
FINALIZED APPRENTICE SENIORITY DATES**

Electricians				
Name	Start Date	Required Hours	End Date	Job Seniority Date
Morrison,,Donald	3-May-99	9000	3-Nov-03	3-Aug-01
Taylor, Doug	3-May-99	9000	3-Nov-03	3-Aug-01
Bugden, Brad	5-Jul-99	9000	5-Jan-04	5-Oct-01
Peters, Roy	5-Jul-99	9000	5-Jan-04	5-Oct-01
Ouimet, Dan	6-Sep-99	9000	6-Mar-04	6-Dec-01
Blake, Donald	6-Sep-99	9000	6-Mar-04	6-Dec-01
Industrial Mechanics				
Name	Start Date	Required Hours	End Date	Job Seniority Date
Cooper, Wayne	3-May-99	8000	3-May-03	3-May-01
Horner, Mike	3-May-99	8000	3-May-03	3-May-01
Donadel, Joe	5-Jul-99	8000	5-Jul-03	5-Jul-01
Zeus, Jeff	5-Jul-99	8000	5-Jul-03	5-Jul-01
Pye, Tim	6-Sep-99	8000	6-Sep-03	6-Sep-01
Petronio, Frank	6-Sep-99	8000	6-Sep-03	6-Sep-01



**LETTER NO. 49  
EMPLOYEE JOB SENIORITY**

*This letter of agreement is to address employees who were improperly assigned to various jobs throughout the plant.*

The parties to the Collective Agreement agree the employees listed below were improperly assigned to the listed jobs. All accumulated job seniority will become null and void at the signing of this letter of agreement. The employees listed will have their job seniority commence on January 10, 2005 in their respective jobs.

Heater Helpers	Wayne Daigle	2004004
	Sheldon Sturge	2004005
Mill Helpers	Rory Manchen	2004009
	Geoff Bryan	2004045
	Brandon Cameron	2004057
	Carl Clements	2004058
Crane Hookers	Tyler Newell	2004014
	Brett Morrison	2004046
	Shawn Durham	2004067
Torchman Helper	Brian Tamblyn	2004048
Setup/Utilities	Kevin Nelles	2004043
	Cory Gillingham	2004072
C.R.O.s	Dustin Scheenaard	2004053
	Mike Forget	2004068
	Simon Armstrong	2004073
	Mark Masterson	2004080
	Dave Jarvis	2004081
	Al Ervin	2004084
	Kyle Chilvers	2004085
Dwayne Alexander	2004091	

In addition to the above named employees it is agreed Mike Wagg 2004060 and Craig Smith 2004062 will be deemed to have seniority in the position of Setup Utility as of January 10, 2005.

**LETTER NO. 50**  
**RE: HOURS OF WORK**

The Union and the Company hereby agree that employees will be permitted, in accordance with the provisions of the Collective Agreement, to work up to 60 hours in a work week.

This agreement is in accordance with the Employment Standards Act- Province of Ontario as of February 28, 2010.

**LETTER NO. 52**  
**RE: MODIFIED REFRACTORIES SCHEDULE, FOUR SHIFT, 8 HOUR, DAYS AND AFTERNOONS**

It is agreed that the following 8 hour schedule with Saturday and Sunday as days off is an alternative to the previous schedule in the Refractories line of progression only.

It is further agreed that either party to this agreement can require the schedule to be cancelled for any reason and the former schedule, or any other agreed schedule be reverted to with the issuance of two weeks notice in writing to the other party.

It is further agreed that the Company will observe the previously agreed to vacation requests.

**Schedule**

There shall be 2 employees on each of the following crews "N", "O", "P" and "Q". Employees shall be scheduled for forty (40) hours every week. For three (3) weeks out of every four (4) weeks, they shall work day shift and one for (1) week out of four (4) weeks, they shall work afternoon shift, on a rotating basis as per the attached schedule. In addition to those crews above, 2 employees shall be scheduled on day crew on a continuous basis, Monday to Friday, these shall be the lead hand roof and ladle builder and the forklift driver. This new schedule will take effect on Monday October 31<sup>st</sup>, 2005.

It is agreed that this schedule shall apply exclusively to employees in the Refractories line of progression and that unless specifically substituted in this letter, the conditions of the Collective Agreement shall apply.

**LETTER NO. 53**  
**RE: ROLLING MILL/ SHIPPING DEPARTMENT**

*It is the intent of the Parties to the Collective Agreement to split the current Rolling Mill/Shipping Department into two (2) separate departments, as agreed herein. Unless specifically abridged in this letter, all the terms and conditions in the Collective Agreement apply.*

The parties agree to separate the Rolling Mill/Shipping Department into two (2) separate Departments:

1. Rolling Mills
2. Shipping

**LETTER NO. 54**

**RE: TRANSFER FROM PRODUCTION TO TRADE AND CRAFT JOBS**

The parties agree that the following will apply to Production employees who obtain a Trade and Craft position.

1. There shall be an evaluation period of 120 working hours, (or ten 12 hour shifts), in accordance with 15.01(c) of the Collective Agreement.
2. If an employee occupies the new position for a period greater than 120 working hours, he shall be deemed to have successfully completed the evaluation and be awarded the permanent position and shall no longer be able to return to his former job.
3. The employee shall not be eligible to apply for any other position unless specifically agreed to between the Company and the Union.

**LETTER NO. 55**

**JOINT MODIFIED WORK PROGRAMME  
INJURED EMPLOYEE PROTOCOL**

**Employee has Doctors note:**

1. Employee returned to full duties.
2. Employee needs modified work.

If the employee is in need of modified work for not more than three consecutive shifts and the Modified Work Committee is unavailable the shift manager will accommodate him. All documentation pertaining to the above accommodated employee will be forwarded to the Joint Modified Work Committee as soon as practicable.

If the employee needs modified work for more than three consecutive shifts the Company must immediately notify a Union Member of the Joint Modified Work Committee that an injured Employee is in need of modified work, at which time it will be decided what, and if, any further information is required.

A Union Member of the Modified Work Committee will meet with the injured employee to inform him of the process for returning to modified work, his rights and obligations and have him sign a medical information release form.

The Joint Modified Work Committee will meet to review all pertinent documents that may be required to aid in the safe and timely placement of the injured Employee. Using the

above documentation and with the assistance of the supervisor, area manager and the employee the Joint Modified Work Committee will draft a modified work plan. The modified work plan to include but not limited to the injured employee's employment history, details of the modified work requirement, functional abilities and further review date. The Modified Work Committee will review this plan with the employee and his supervisor or area manager.

After the parties have reviewed this document it will be signed and will remain in effect until either a change in the Employee's medical condition, or the further review date. At which time the Joint Modified Work Committee shall review the modified work plan and adjust as necessary. The Joint Modified Work Committee will set a time to review each case on an individual basis.

Should there be any disagreements with this protocol, the parties will revert to letter #27 of the Collective Bargaining Agreement and this protocol shall be deemed suspended.

**LETTER NO. 56  
RE: SCHEDULED LEAVE FORM**



**Scheduled Leave**

Check required field:

<input type="checkbox"/> Leave of Absence	<input type="checkbox"/> Bereavement Leave
<input type="checkbox"/> ESA Leave	<input type="checkbox"/> Jury Duty
<input type="checkbox"/> Vacation Request	<input type="checkbox"/> Other
<input type="checkbox"/> Union Paid Union Business	<input type="checkbox"/> Company Paid Union Business

Employee Name: \_\_\_\_\_ Clock #: \_\_\_\_\_

Number of Weeks / Days / Hours Requested: \_\_\_\_\_  
(circle one)

Starting on: \_\_\_\_\_ (M/D/Y) Ending on: \_\_\_\_\_ (M/D/Y)

Return to work on: \_\_\_\_\_ (M/D/Y)

Are you requesting to work Lieu Days?  Yes  No

Do you wish to be notified of job postings during your leave?  Yes  No

\_\_\_\_\_  
Employee Signature (M/D/Y)

Approved By: \_\_\_\_\_ Supervisor's Name Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Manager's Name Date: \_\_\_\_\_

White - Payroll

Yellow - Employee

Pink - Administrator

**LETTER NO. 57**

**Re: THE TRANSFER OF SEVENTEEN (17) CRANE TO THE STEELMAKING LINE OF PROGRESSION**

The parties agree that "B" Billet Yard Seventeen (17) Crane will be removed from the Rolling Mill Crane Line of Progression and added as the entry level crane in the Steelmaking Crane Line of Progression, effective February 28, 2010.

It is further agreed that the incumbent operators:

Larry Beckim  
Cliff Standingready  
Paul Sero  
Joe Williamson

will retain their current Rolling Mill Crane Line of Progression job seniority and their ability to move within the line based on their job seniority and will not be required to move up the Steelmaking Crane Line of Progression either permanently or temporarily. All vacancies in Seventeen (17) Crane shall be filled in accordance with Article 13.06.

For the purpose of maintaining or operating Fourteen (14) crane as an alternative or supplement to Seventeen (17) crane, it will be considered a Steelmaking crane and operator vacancies shall be filled in the same manner as Seventeen (17) crane.

**LETTER NO. 59**

**Re: Overtime for 8 hour shift employees on vacation**

The parties agree that this letter of agreement will apply to employees on an 8 hour shift schedule in order to afford 8 hour employees the same opportunities as employees on a 12 hour shift schedule.

For the purpose of overtime availability, only actual vacation cycle days shall be booked as not available if the overtime list dictates that it should be that employees' turn to be offered the opportunity. For example, if an employee on a Monday to Friday day shift schedule books 40 hours of vacation, he shall be entitled to overtime opportunities on the Sunday and the Saturday that fall within his vacation period.

**LETTER OF UNDERSTANDING**

**RE: JOINT UNION/MANAGEMENT STEERING COMMITTEE**

The parties agree to a Joint Union/Management Steering Committee to deal with the issues outlined below.

The Steering Committee will consist of the President of the Local Union, together with two other members appointed by the Union, and the Plant Manager, together with two other members appointed by the Company.

The Steering Committee will meet at least once each month and more frequently as may be mutually agreed. Steering Committee meetings will be chaired alternately by the Plant Manager and the President of the Local Union.

It is agreed that the Steering Committee will discuss and attempt to mutually resolve issues that include:

The future role of the existing Union/Management Committee and the appropriate forum for the hearing of Step 3 Grievances.

The composition, mandate and operational details of the Joint Union/Management Training Committee.

The composition, mandate and operational details of the other Committees provided for in Article 7.04 of the Collective Agreement.

Issues with respect to the Plant Rules.

Lateness and Absenteeism issues and rules.

Issues relating to Article 19 Safety and Health

Issues relating to Article 25 Overtime Opportunities

Issues relating to Article 28 Apprentices

Cleanup of redundant or revised classifications, CWS issues and application of Letters 25 and 26.

Both the Union and the Company reserve the right to propose other issues for discussion as part of the Steering Committee as herein contemplated.

### Letters of Understanding

#### EAP

- March 1, 2018 – Company to pay \$3600.00 lump sum payment to USW Local 6571
- March 1, 2019 – Company to pay \$3600.00 lump sum payment to USW Local 6571
- March 1, 2020 – Company to pay \$3600.00 lump sum payment to USW Local 6571

### Pension LTD

- Employees currently receiving LTD via the Pension will be “topped” up to the amount they would receive if they were in the fully insured LTD plan.

\*\* Upon recall, Mr. Piper, Mr. Stockton, and Mr. Hurtibese will be entitled to pre-February 28, 2010 wages, vacation, seniority, and benefits.

### Letters of Understanding

#### Pension Plan

- The Parties agree to finalize the Pension Plan restatement within six (6) months of ratification

#### LETTER NO. 56 and Article 21

- The Parties agree to change the vacation request procedure during the life of this Collective Agreement as laid out in Article 21 and LETTER NO. 56

#### Tom Martin

- The Company agrees to finalize Tom Martin’s pension and life insurance payouts within three (3) months of ratification



## ARTICLE 30 – DURATION

30.01 This Agreement which supersedes all previous Agreements, shall continue in effect from and including February 28th, 2018 to and including February 27th, 2021 and, unless either party notifies the other party, in writing, of its desire to amend or terminate the Agreement, it will continue in effect from year to year thereafter. Notice of amendment or termination may only be given during a period of not more than ninety (90) and not less than thirty (30) days prior to the 27th day of February, 2021 or any succeeding anniversary date.

30.02 The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.

AGREED AT Whitby THIS 14<sup>TH</sup> DAY OF JUNE 2018. The Parties agree that this Collective Agreement is an accurate representation of the Memorandum of Agreement signed on JUNE 14<sup>TH</sup> 2018. The Memorandum of Agreement and this Collective Agreement may be modified by Letters of Agreement.

Dated at Whitby the 14<sup>TH</sup> day of JUNE, 201~~8~~

### FOR THE UNION

Denis Kavanagh  
Brian Dimock  
John Jenkins  
John Catto  
Sean Campbell  
Rob Swan  
Kyle Chilvers  
Kevon Stewart

### FOR THE COMPANY

Mark Olson  
Natasha Cotter  
Brian Henson  
Jacqueline King

**HOW THE RIGHT  
TO REFUSE WORKS**

Under section 43 of the Occupational Health and Safety Act, Ont, you have the right to refuse unsafe, unhealthy work.

If you have reason to believe the work is likely to endanger you or someone else, this is what you do.

**EMPLOYEE**

Reports the problem to a supervisor, remains in a safe place. Employees cannot under the law be disciplined for refusing unsafe work under Sec 43.

**SUPERVISOR**

Investigates in the presence of the employee and the employee's representative, (Certified Representative, Safety Representative Committeeperson, Steward, etc.).

**EMPLOYEE**

If the worker still feels there are "reasonable grounds" to refuse, then they, their representative or the employer can call a government inspector.

**INSPECTOR**

Investigates the problem in the presence of the worker, their representative and a company representative, and decides whether there is or was a danger present.

**EMPLOYEE**

Pending the inspector's decision, the employee will remain in a safe place, unless assigned to reasonable alternative work. No other worker can be assigned pending inspector's decision unless advised of the refusal and reasons for it in the presence of a Certified Representative or Safety Representative Committeeperson, Steward, etc.

**APPEAL**

Section 61 allows 30 days to appeal the inspector's decision to the board – simply phone the Ontario Labour Relations Board.

**To be inserted on the inside back cover.**

## **GERDAU AMERISTEEL**

### **CALL-IN PROCEDURE**

1. When an employee will be absent from a scheduled shift, he must:
  - (a) Call the T.A.S.\* Operator (728-9469) at least one (1) hour prior to the start of the day shift and two (2) hours prior to all other shifts.
  - (b) Give the operator on duty his (i) name, (ii) clock no., (iii) department; (iv) job title, and (v) scheduled starting time. He must also give his supervisor's name, the reason for his absence and the length of time which he expects to be absent from work.
  - (c) Upon receipt of the above information, the operator will give the employee a code number.
2. After the first call in, if the employee is to be absent for a period other than specified in the original call, he should make another call to the T.A.S. Operator, advising the Company as to his new anticipated date of return.
3. Calls reporting absences will be accepted by the Telephone Answering Service ONLY.

\*T.A.S. – “Telephone Answering Service”

**To Be inserted on the inside front cover**