

THIS AGREEMENT made and entered into this **26<sup>th</sup>** day of **July, 2005**.

**BETWEEN:**

**COPPERWELD CANADIAN TUBULAR PRODUCTS**  
(hereinafter referred to as "the Company")

OF THE FIRST PART

-and-

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**  
(hereinafter referred to as "the Union")

OF THE SECOND PART

**ARTICLE 1 - PURPOSE**

- 1.01** The general purpose of this Agreement is to establish satisfactory relations between the Company and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees of the Company, who are subject to the provisions of this Agreement.
- 1.02** It is agreed by the parties that whenever the male gender appears in this Agreement, the female gender shall also apply.

**ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company, save and except foremen, those above the rank of foreman, quality control persons, office and sales staff.. **This Collective Agreement shall include 10 Holtby Avenue, 14 Holtby Avenue, 95 Van Kirk Drive, 20 Titan Road in the city of Brampton and 6925 Invader Crescent in the city of Mississauga.**
- 2.02 Work by Excluded Persons**

Persons whose regular jobs are not in the bargaining unit shall **not** work on any jobs, which are included in the bargaining unit except for purposes of instruction and experimentation.

Grievances arising over an alleged violation of the above clause must be filed within ~~two~~ (2) days of the occurrence and will ~~be~~ heard initially at the second ~~step~~ of the Grievance Procedure. If the Company agrees at any step ~~of~~ the Grievance Procedure that there has been a violation of this section by management, or supervisory personnel or foreman, or if the arbitrator so determines, the employee who would have performed the work will receive reasonable award. In any event the award will be no less than an hour's pay.

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### **ARTICLE 3 - RELATIONSHIP**

- 3.01 There will be no discrimination, intimidation, restraint or coercion exercised or practiced by the Company or any of its representatives against any employee because of the employee's membership in, or connection with, the Union.
- 3.02 There will be no discrimination, intimidation, restraint or coercion exercised or practiced by the Company, the Union or its members or representatives against any of the employees of the Company. The Company and the Union recognize their responsibility and the responsibility of all employees as defined in the Ontario Human Rights Code.
- 3.03 There will be no solicitation for membership by the Union or its members or representatives on the premises of the Company during the working hours of employees, except with the consent of the Company.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The management of the Company's operations and the selection and direction of its employees shall continue to be exclusively vested with the Company, except as limited by the terms of this Agreement.
- 4.02 The Company reserves the right to terminate the employment of a probationary employee and such employee shall have no recourse to the Grievance Procedure.

### **ARTICLE 5 - NO STRIKES OR LOCK-OUTS**

- 5.01 There shall be no strikes or lock-outs during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act* of the Province of Ontario.

### **ARTICLE 6 - CHECK-OFF – UNION SECURITY PROVISIONS**

- 6.01 Each employee shall be and remain a member of the Union in good standing, as a condition of employment and the Company shall deduct the prescribed initiation fees during the first month of employment from the wages of the employee.
- 6.02 The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, Union dues and assessments in the amount certified to be in effect according to the Union Constitution. Such deductions shall be made on a weekly basis and shall be remitted on the fifteenth (15th) day of the month following and made payable to the International Treasurer of the United Steelworkers of America and forwarded directly to him. The monthly dues remittances shall be accompanied by a complete check-off list and the amount of dues and sums equivalent to the Union dues, for the pay period in which the deduction was made.
- 6.03 The Company agrees to provide to the Union, upon request, to a maximum of twice per year, current employees' names and addresses.

- 6.04 The Union will save the Company harmless from any and all claims, which may be made by employees against the Company for amounts deducted from wages in accordance with the terms of this Article.
- 6.05 The Company agrees to record total Union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

### **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 Employees of the Company who are appointed or otherwise selected to act as members of the Union committee or as a steward, have regular duties to perform. Such employees will not leave their work for the purpose of conducting any business on behalf of the Union without receiving permission from their immediate supervisor, which shall not be unreasonably withheld. In consideration of stewards and Union committee members observing the terms of this section, they will be paid for time spent in meetings with the Company during working hours, excluding any conciliation or arbitration proceedings.
- 7.02 The Company acknowledges the right of the Union to appoint or otherwise select a committee of four (4) employees in addition to the local Union president. It shall be the duty of this committee to present to the Company such grievances as may be processed beyond the first step of the Grievance Procedure. The Company shall also recognize a Negotiating Committee consisting of the President and a total of six (6) other members selected by the Union from the four (4) plants.
- 7.03 The Union shall have the right to appoint or otherwise select one (1) steward, for every forty (40) employees, with a minimum of two (2) at any location in addition to the plant chairperson, from among the employees. It shall be the duty of the steward to assist employees in presenting grievances to supervisors where such assistance is requested. The Union will select, where possible, stewards from each shift.
- 7.04 The Company will not be required to meet a total of more than two (2) committee representatives and/or stewards at any one time in addition to any full-time representatives of the Union (business agents, etc.) that may be called in to assist the committee.
- 7.05 No employee will be eligible to act as a steward or to act on the Union committee until after he has completed the probationary period of employment.
- 7.06 Representatives of the Union, not to exceed two (2), at any one time shall have access to the Company's premises. Representatives will not cause workmen to neglect their work and shall first obtain clearance from the Company. The Company will provide space for a filing cabinet and access to a telephone, with privacy, provided prior permission is obtained, the telephone is used exclusively for Union business, and so long as the length of time spent on the telephone is not unreasonable.

## 7.07 Seniority Preference

In the event of layoff and so long as there is work available which they are able to perform the following officers of the Union during their term of office only shall be considered as having leading seniority only as applied to layoff and recall after layoff:

President, Vice-president, Treasurer, Financial Secretary, Recording Secretary and Plant Chairperson (as long as the Plant Chairperson's plant continues to exist).

The Union will notify the Company in writing giving the names of such Union officers. It is agreed that the local president and vice-president of the **Union shall work steady days, provided they can perform the work available.**

## ARTICLE 8 - SEVERANCE PAY

8.01 The Company will pay to each affected employee one (1) week's severance pay for each year of unbroken service (and 1/12th of a week's pay for each completed month in an incomplete year) to employees who are permanently laid off or terminated due to a permanent, partial or total closure of the Company's plant. Severance pay will be based on the employee's regular straight time rate. Where the Company has decided to shut down a plant, it shall provide three (3) months' notice to the Union unless such shut down is caused by reasons beyond the control of the Company, which make the provision of such notice impossible. The employee shall receive the greater of severance pay under this clause or the *Employment Standards Act*, but not both. This clause does not apply if an employee is offered work elsewhere by the Company. This severance payment is payable at the time an employee relinquishes recall rights.

## ARTICLE 9 - COMPLAINTS & GRIEVANCES

9.01 All complaints and grievances shall be taken up in the following manner:

**STEP 1** - If an employee has a complaint he wishes to bring to the attention of the Company; he shall take the matter up verbally with his immediate foreman. The employee shall be accompanied by his steward when discussing any complaint with his foreman.

**STEP 2** - If the reply of the foreman is not satisfactory to the employee concerned, the complaint may be stated in writing, dated and signed, and be submitted as a grievance to the general supervisor within three (3) working days following the foreman's discussion. The general supervisor will meet with the employee concerned, the plant chairperson and steward within three (3) working days of receipt of the grievance to discuss the grievance and will give its reply, in writing, within two (2) working days after the said meeting.

**STEP 3** - If the reply of the general supervisor is not satisfactory to the employee concerned, the grievance may, within three (3) working days following the date of the said reply, be submitted to the Plant Manager of the Company or his designate. The Plant Manager and/or such other persons as may be designated by the Company, will meet with the Union committee within three (3) working days of receipt by him of the grievance to discuss the grievance. At this meeting a full-time representative of the Union (business agent, etc.) may be present if his presence is requested by either party. The Plant Manager or designates will give their reply to the grievance in writing, within five (5) working days

after the said meeting has been held.

- 9.02 If a grievance is to be referred to arbitration, the request for arbitration must be made within thirty (30) days after the date of the Company Plant Manager's reply to the grievance.
- 9.03 Any of the time allowance provided in this Article may be extended by mutual agreement between the parties concerned.
- 9.04 The Company may refuse to consider any complaint or grievance, the circumstances of which arose more than ten (10) working days before it was brought to the attention of the Company.
- 9.05 If a grievance affects all the employees, then one (1) grievance signed by an employee shall suffice as a grievance from all the employees.

### **ARTICLE 10 - ARBITRATION**

- 10.01 (a) When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement.  
  
(b) The sole arbitrator shall be selected by the parties from the following list in rotation:

Mr. J.D. O'Shea, Q.C.	Mr. G. Charney	Mr. B. McLean
Mr. O.B. Shime, Q.C.	Mr. K. Burkett	

In the event that the arbitrator selected by the parties is unable to act, the particular case will be referred to the next named arbitrator on the list. Should an arbitrator no longer become available to hear grievances, a new arbitrator shall be added to this list by mutual agreement of the Parties.

- 10.02 Each of the parties hereto will jointly share the expenses of the arbitrator, if any.

The Parties, by mutual agreement, may refer a grievance to a "Grievance Settlement Officer" and will jointly share the expenses of such Officer.

- 10.03 No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the Grievance Procedure except that this will not apply to grievances relating to discharge.
- 10.04 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

### **ARTICLE 11- COMPANY GRIEVANCES**

- 11.01 If the Company has a complaint 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 complaints to the Union and it will be taken up between the parties in the same manner as a written grievance. If the complaint is not settled to the satisfaction of both parties, it may be referred to arbitration.

## **ARTICLE 12 - DISCHARGE CASES**

- 12.01 A claim by an employee that he has been unjustly discharged from his employment shall be treated as a special grievance commencing at Step 3 of the Grievance Procedure, if a written statement of such claim is lodged with the Company within five (5) working days after the discharge action has been taken by the Company.
- 12.02 Such special grievances may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or of the arbitrator.
- 12.03 When an employee has been dismissed without notice he shall have the right to interview his steward for a period of fifteen (15) minutes before leaving the Company premises.

## **ARTICLE 13 - SENIORITY**

- 13.01 Employees hired into Skilled Trades will be considered on probation and will not have seniority standing with the Company until after they have completed one hundred and twenty (120) days of work. All other employees will be considered on probation for a period of sixty (60) days of work. All employees on completion of their probation period will then have their seniority back dated one hundred and twenty (120) days or sixty (60) days as applicable.
- 13.02 Plant seniority lists will be prepared by the Company and will be posted on the plant bulletin boards. Such lists will be revised every six (6) months. A copy of all seniority lists will be forwarded to the Union on request.

Probationary employees will be added to the list but shown separately.

- 13.03 (A) In the event it becomes necessary to reduce the workforce of employees in the plant, students hired for school vacation period will be laid off first, followed by probationary employees. Thereafter, seniority shall be the governing factor provided the remaining employees have the experience, skill and efficiency to perform the work available, in accordance with the following bumping procedure:
- (a) **When equipment is relocated, employees whose jobs are associated with the operation of the equipment must transfer with it to the new location, where they will remain in their same positions.**
- (b) An employee maintained in employment but displaced from his job, will bump the least senior employee in his job classification **within his own plant.**

When there is a 3-shift operation in effect, the displaced employee shall have the option to displace the least senior employee in his job classification **within his own plant**, on either the two-shift rotation or the fixed third shift.

(c) When the least senior employee in a job classification is bumped, he shall choose a job from any job classification, including labourer's positions, within his own plant, in either Job Group, provided he has the required seniority in the case of Job Group 2, or the required seniority, experience, skill and efficiency that has been acquired from previous and successful job postings, in the case of Job Group 1. Having met these requirements, the employee will bump the least senior employee in the job classification into which he has chosen to bump. In the case of a labourer's position, an employee is entitled to bump a more junior employee. Such employee will be given safety training as required.

(d) After exhausting his rights under paragraphs (b) and (c), an employee shall choose a job from any job classification, at any plant, in either job group, provided he has the required seniority in the case of Job Group 2, or the required seniority, experience, skill and efficiency that has been acquired from previous and successful job postings, in the case of Job Group 1. Having met these requirements, the employee will bump the least senior employee in the job classification into which he has chosen to bump. In the case of a labourer's position, an employee is entitled to bump a more junior employee. Such employee will be given safety training as required.

When there is a 3-shift operation in effect, the displaced employee shall be given the option to displace the least senior employee on either the two-shift rotation or the fixed third shift.

(e) A senior employee shall not be assigned to a job in lieu of layoff as provided in paragraphs (b), (c) and (d) unless the employee can satisfactorily perform the job of the employee being released and is willing to accept the rate of the new job.

(f) An employee will be given up to five (5) full shifts in the case of Job Group 2, and up to ten (10) full shifts in the case of Job Group 1, to demonstrate their ability to perform the job into which they have chosen to bump. If an employee is unsuccessful in performing the job, he will displace the least senior employee on the seniority list in Labour Class 7.

(B) If a shortage of work occurs except through an equipment breakdown or except for other reasons completely beyond the control of the Company, the employees to be laid off shall be given five (5) working days of notice or five (5) days of pay in lieu of such notice. The Union President, or in his absence, the Vice-president, shall be given advance notice of pending layoffs in accordance with the foregoing.

(C) In the case of a temporary curtailment of any operation or equipment due to power failure, Act of God, machine breakdown or any other reasons beyond the control of the Company, which extends beyond three (3) days, senior employees will, at the completion of three (3) days, be permitted to displace the most junior employee who is still at work within his own plant, provided the senior employee can satisfactorily perform the required work. In such cases, the Company shall not be required to observe or comply with the notice requirements contained in Articles 13.03 or 13.05.

13.04 Employees who have been laid off due to lack of work will retain seniority as follows:



- less than one (1) year of continuous service – recall rights equal to length of service
- more than one (1) year but less than two (2) years of continuous service – one (1) year recall rights
- over two (2) years of continuous service – eighteen (18) months recall rights
- over five (5) years of continuous service – two (2) years recall rights or one (1) day greater than the remaining recall time of any junior employee laid off under the Memorandum of Agreement for Plant Closure, whichever is greater.

If, during that period work becomes available, they will be recalled to work to vacancies in Job Group 1 in the inverse order that they were laid off, provided such employees have the required experience, skill and efficiency that has been acquired from previous and successful job postings to perform the available work. For vacancies in Job Group 2, recall shall be in accordance with seniority.

In the case of shutdown of one plant, employees with more than ten (10) years seniority who are laid off will retain recall rights to the other plants for five (5) years.

13.05 Notice of recall from layoff **will** be by registered letter or telegram, addressed to the last address recorded by the employee with the Company. An employee must indicate his intention to return to work within two (2) working days after the notice has been delivered and return to work within a further three (3) working days, or forfeit any rights of recall with the Company.

13.06 Deleted

13.07.1 In cases of temporary assignments to higher rated jobs, the Company will take into consideration length of service as well as skill, experience and efficiency to **do** the job. Where skill, experience and efficiency are relatively equal, seniority shall apply.

13.08 Seniority previously accumulated shall be lost and his employment **shall be deemed to be terminated** whenever an employee:

- (a) quits or is discharged;
- (b) **fails to report to work for three (3) consecutive days without an explanation satisfactory to the Company;**
- (c) overstays any leave of absence granted by the Company;
- (d) is absent due to layoff for a period in excess of the recall rights periods set out in Article 13.04.

13.09 (a) All vacancies on jobs which are expected to continue more than thirty (30) days will be posted on the plant bulletin boards for two (2) consecutive working days. The job posting shall identify the specific job to be filled and the rate of pay. Any employee who has completed the probationary period may make written application to the plant management for transfer to a posted job. The senior employee among those applying for a vacancy in Job Group 1 will be given the job, provided such employee has the required experience, skill and efficiency that has been acquired from previous and successful job postings to perform the available work. Should no employee have the full criteria as outlined above for the job vacancy in Job Group 1,

then the employee with the most seniority applying shall be awarded the job. For vacancies in Job Group 2 the senior employee among those applying shall be given the job. **All temporary jobs will be posted within the plant that they occur.**

- (b) Employees' bids shall be made in triplicate with one (1) copy being provided to the Company, one (1) to the Union and one (1) to the employee.
- (c) The Company will advise the Union, within five (5) working days of the completion of the posting period, of the status or outcome of each posting.
- (d) Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for twelve (12) months from the date of his successful bid, except with the Company's permission, which shall not be unreasonably withheld. Each employee will be permitted one (1) free bid per year, without restriction. In addition to the above bids on permanent jobs, employees shall be entitled to two (2) bids on temporary job postings **within their own plant**, in any twelve month (12) period. Any person who successfully bids on a position must accept it. Employees in Job Group 1 of Schedule "C" cannot apply for posted temporary positions in Job Group 2. They may bid on temporary positions in Job Group 1.

13.10 An employee who is temporarily assigned to work in an occupational classification carrying a higher rate of pay than the occupational classification from which he was assigned shall receive such higher rate of pay immediately.

#### 13.1 ■ Trial Period

- (a) Employees applying will be entitled to a period of up to five (5) days to determine whether they wish to accept the job. If the successful candidate is dissatisfied with the job within five (5) days of starting the job, he has the right to be returned to his former classification, job and rate of pay. This shall be considered a successful bid for purposes of Article 13.09(d).
- (b) Employees applying for a posted job shall have the right to a trial period of up to fifteen (15) days for Job Group 1. If he does not make satisfactory progress, he shall be returned to his former classification, job and rate of pay.

13.12 **The employee shall keep the Company advised of his current address and phone number** and will advise the Company in writing of any change. The Company shall incur no loss or obligation by reason of the employee's failure to so notify or provide such information.

13.13 **The Company will continue to pay premiums for benefits** (except weekly indemnity and long term disability) **for employees who have been laid off** and such employees will be eligible for such benefits until the completion of the month following the month in which he is laid off.

13.14 Persons who return to the bargaining unit after being out of the bargaining unit shall do so without seniority.

## ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Company shall furnish a bulletin board which will be available to the Union for the posting of Union notices and all such notices must be signed by a Union officer. Such notices shall be in spirit and keeping with the Collective Agreement, and shall not include such items as boycott notices or any matters more properly dealt with in the grievance procedure.

## ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The Company does not guarantee to provide work for the daily or weekly hours, or for any other hours.
- 15.02 The regular work week shall be five (5) days of eight (8) hours each day. Five (5) shifts, Monday to Friday inclusive, shall constitute a regular week's work on all shifts.
- 15.03 The regular daily starting and quitting times, the days to be worked each week, and the time and duration of lunch periods, and the time of the rest periods, will be determined by the Company in accordance with its production requirements. The Company will discuss changes in schedule with the Union before any change is implemented and will endeavour where possible to do so at least thirty (30) days prior to such change.
- 15.04 The Company shall grant all employees one (1) ten (10) minute paid rest period approximately midway through the first half of the shift.
- 15.05 Overtime shall be paid after eight (8) hours in any one (1) day or forty (40) hours per week, but not both. Overtime shall be distributed as equally as practical among employees normally performing the work.
- 15.06 Employees shall not be requested to leave work solely for the purpose of reducing weekly hours, so that the above weekly overtime provisions may be circumvented. Shift work will be distributed as equitably as practical among the employees regularly performing the work on which second and third shifts may be required. Shift changes shall be made every two (2) weeks.

Should the Company institute a third shift, such shift shall not become part of the two-shift rotation and shall become a steady shift. Such shift shall be filled on the basis of seniority with the senior employee being given the choice of working the third shift or the two-shift rotation.

The Union agrees that for the purpose of training new Skill Tradespeople, the Company shall be able to schedule the Tradesperson with least seniority, not requiring the training, on the steady third shift for a period not to exceed two (2) months.

- 15.07 There shall be a **shift premium** of forty-eight (48¢) cents per hour for all hours worked by employees on second (afternoon) shift and sixty-four (64¢) cents per hour for all hours worked by employees on third (night) shift. Effective October 1, 2003, the shift premium shall be increased to fifty (50¢) cents per hour for all hours worked by employees on second (afternoon) shift and sixty-six (66¢) cents per hour for all hours worked by employees on third (night) shift. Effective October 1, 2004, the shift premium shall be increased to fifty-two

(52¢) cents per hour for all hours worked by employees on second (afternoon) shift and sixty-eight (68¢) cents per hour for all hours worked by employees on third (night) shift.

15.08 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:

(a) Time and one-half (1 1/2) for the first two (2) hours worked after the regular shift (8) hours and double time (2x) thereafter. Time and one-half (1 1/2) for the first eight (8) hours worked on Saturday and double time (2x) thereafter.

(b) All employees shall be paid two times (2x) their regular rate for any hours worked on Sunday and the following statutory holidays:

New Year's Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	December 31
Canada Day	December 24	

15.09 Employees called in before their regular starting time shall be paid time and one-half (1 1/2) for time worked prior to their regular starting time.

15.10 The lunch period shall be mutually arranged between the Company and the Union.

15.11 When additional shifts are required and do not continue for three (3) consecutive nights then time and one-half (1 1/2) will be paid.

15.12 Employees required to work the lunch period shall be paid double time, but in no event shall employees be required to work more than five (5) consecutive hours without one-half (1/2) hour off to eat lunch.

15.13 When an employee has signified that he is willing to report for overtime hours on Saturday, Sunday or any of the public holidays listed in Article 15.08, paragraph (b), that day shall be considered by attendance a regular working day. The parties are agreed that all overtime will be voluntary. Employees requested to work more than two (2) hours' overtime (after regular hours) shall be given a ten (10) minute break at the completion of their regular shift and an eight (\$8.00) dollar meal allowance.

15.14 (A) The Company will distribute overtime equitably among all employees, within the guidelines outlined in this Article.

All overtime hours worked and refused will be considered hours worked for the purpose of equalizing overtime hours between employees.

In the event an employee is temporarily filling in on a job where weekend overtime is required, the employee must have performed the job for three (3) days preceding the overtime shift in order to have the overtime rights of the regular employee in that job.

Students hired for the vacation period of May 1 to September 30, may work production overtime in the Labourer classification for any hours preceding the day shift or following the afternoon shift, Monday through Friday.

In the event that weekend overtime is required, students will be asked to work in the Labourer classification, only after all employees on all shifts have first been offered the opportunity.

(B) Overtime work which falls within the regular job duties of any classification will be distributed in the following order:

**(a) After Shift Overtime**

First offered to the employee who performed the work required on the preceding shift.

Then to employees working on the preceding shift, in the classification in which the work is required, beginning with the employee with the least overtime hours.

Then to employees qualified to perform the work required, working on the preceding shift, in the department where the work is required, beginning with the employee with the least overtime hours.

Then to employees qualified to perform the work required, working on the preceding shift, anywhere in the plant, beginning with the employee with the least overtime hours.

**(b) Weekend Overtime**

First offered to the day shift employee who performed the job during the preceding week.

Then to the afternoon shift employee who performed the job during the preceding week.

Then to the night shift employee who performed the job during the preceding week.

Then to the day shift employees in the classification in which the work is required, beginning with the employee with the least overtime hours.

Then to the afternoon shift employees in the classification, in which the work is required, beginning with the employee with the least overtime hours.

Then to the night shift employees in the classification, in which the work is required, beginning with the employee with the least overtime hours.

Then to the day shift employees qualified to perform the work required, in the department where the work is required, beginning with the employee with the least overtime hours.

Then to the afternoon shift employees qualified to perform the work required, in the department where the work is required, beginning with the employee with the least overtime hours.

Then to the night shift employees qualified to perform the work required, in the department where the work is required, beginning with the employee with the least

overtime hours.

Then to the day shift employees qualified to perform the work required, anywhere in the plant, beginning with the employee with the least overtime hours.

Then to the afternoon shift employees qualified to perform the work required, anywhere in the plant, beginning with the employee with the least overtime hours.

Then to the night shift employees qualified to perform the work required, anywhere in the plant, beginning with the employee with the least overtime hours.

Then to the day shift student qualified to perform the work required.

Then to the afternoon shift student qualified to perform the work required.

Then to the night shift student qualified to perform the work required.

(C) It is recognized that some jobs such as rework, clean up and maintenance helpers, do not fall within the regular job duties of any classification. This type of overtime is available to all employees and will be used where possible to equalize overtime distribution.

Overtime, which does not fall within the regular job duties of any classification, will be distributed in the following order:

First to the employee or crew who work in the area where the overtime work is required, day shift first, beginning with the employee with the least overtime hours.

Then to employees working in the department where the work is required, day shift first, beginning with the employee with the least overtime hours.

Then to employees working anywhere in the plant, day shift first, beginning with the employee with the least overtime hours.

Then to students working anywhere in the plant, day shift first.

An employee may be offered overtime regardless of his overtime hours if he has special skill or knowledge pertaining to the overtime work to be performed.

(D) An employee on light duty due to medical restrictions will be offered overtime in accordance with this Article if the light duty he was performing during his regular work hours is required to be performed on overtime.

(E) In the event that an employee fails to report for overtime or leaves work early, the Company may fill the position from among employees then at work.

15.15 If an employee works more than *two* (2) hours overtime, he may elect to work through his lunch period and be paid one-half (1/2) hour at double time for such half hour, by authorization of the foreman.

- 15.16 Where the Company fails to provide an employee with at least twenty-four (24) hours' notice of an unscheduled shift change, such employee shall be paid time and one-half (1 1/2) for the hours worked on the first rescheduled day, but not for any hours thereafter.
- 15.17 The Company shall endeavour to provide at least sixteen (16) hours advance notice of weekend overtime. If such notice is not provided, then employees refusing such overtime shall not be charged as working such overtime.

**ARTICLE 16 - 'VACATIONS**

- 16.01 Vacations with pay will be granted by the Company in accordance with the following schedule:
  - (a) One (1) year continuous service - two (2) weeks - 4%
  - (b) Five (5) years continuous service - three (3) weeks - 6%
  - (c) Ten (10) years continuous service - four (4) weeks - 8%
  - (d) Twenty (20) years continuous service - five (5) weeks - 10%
- 16.02 For vacation purposes, continuous service shall be calculated as of date of hire. Vacation pay shall be paid to the extent it has been earned up to the time vacation is taken.
- 16.03 Employees with less than one (1) year of continuous service as of June 30<sup>th</sup>, who leave the service of the Company will be paid vacation pay in accordance with the *Employment Standards Act*, R.S.O. 1990, c. E-14 and Regulations applying thereto. All other employees in excess of one (1) year of continuous service shall be paid their accrued vacation pay.
- 16.04 Payment for vacations will be at the rate of two (2%) percent of an employee's earnings during the twelve (12) months preceding date of hire for each week of vacation to which he is entitled.
- 16.05 The allocation of annual vacations must be within the confines of the Company operations. In the event that the plant should not shut down, the choice of vacation shall be on a basis of employees' seniority with the most senior employees given first preference. In the event the Company shuts the operations down for vacations, the Company shall notify the Union eight (8) weeks in advance. Those employees entitled to a vacation of longer duration than the plant shutdown shall receive their full vacation pay in addition to their regular wages if asked by the Company to forego any of their vacation time in order to return to work.
- 16.06 Vacations shall not be cumulative from year to year. Vacation pay will be paid by separate cheque.

**ARTICLE 17 - PAID HOLIDAYS**

- 17.01 Subject to the conditions set out below, the Company shall pay employees for the following holidays:
 

New Year's Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	December 31
Canada Day	December 24	

**Two Floating holidays to be taken at a time mutually agreed upon. Floater holidays to be identified for each year of the agreement.**

- 17.02 In order to be eligible to receive payment for any of the aforementioned holidays, an employee must:
- (a) have qualified for the holiday as outlined in the Employment Standards Act (for new employees only).
  - (b) have worked his last regularly scheduled shift immediately proceeding and his first regularly scheduled shift immediately succeeding the holiday. An exception to the rule shall be made if an employee was absent from work because of:
    - (i) verified personal illness;
    - (ii) death in his immediate family;
    - (iii) layoff for either or both of the said shifts only;
    - (iv) being granted permission by the plant manager or his designate to be absent on either or both of the said shifts.

17.03 If an employee is on vacation when a paid holiday occurs, the employee will be paid for the holiday, or he will be granted an additional day off with pay, as arranged with the Superintendent, provided he is otherwise to be paid for the holiday.

17.04 An employee required to work on a paid holiday will be paid at overtime rates in addition to any holiday pay to which he may be entitled.

17.05 Payment for any of the holidays above stipulated shall not be avoided should such holiday fall on a Saturday or a Sunday. A holiday falling on a Sunday will be observed on the immediately following Monday. A holiday falling on a Saturday will be observed on the Friday or the Monday as determined by the Company. The Company shall give two (2) weeks' advance notice to the Union of when the statutory holiday is to be taken.

**ARTICLE 18 - LEAVE OF ABSENCE**

18.01 The Company may grant an unpaid leave of absence to employees for legitimate personal reasons. Such leave shall be without loss of seniority. The employee must apply to his immediate supervisor first when requesting such leave of absence.

18.02 Unpaid leave of absence to attend Union conventions and schools or other Union business shall be granted not to exceed an aggregate of sixty (60) days per year for the two (2) plants cumulatively for any two (2) employees, provided seven (7) working days' notice is given to the Company. A third employee may be provided such leave provided the Company's operations are not detrimentally affected. The Union shall have the right to select which two (2) employees are entitled to such leave.

The Company agrees to pay up to a maximum of one thousand four hundred dollars (\$1,400) gross wages for Union Educational purposes effective date of ratification, one



thousand six hundred (\$1,600.00) dollars effective October 1, 2000, and, one thousand eight hundred (\$1,800.00) dollars effective October 1, 2001, for wages lost due to Union leave of absence.

- 18.03 When leaves of absence are granted the Union will receive the employee's name and length of leave granted.

#### **ARTICLE 19 - BEREAVEMENT PAY**

- 19.01 (a) The Company will grant up to five (5) days of paid leave in the event of the death of an employee's spouse, parents or children (including step-children). Should the employee's vacation be interrupted because of bereavement, his/her vacation shall be extended by the days of bereavement allowed in this clause.
- (b) Up to three (3) days leave of absence with pay will be granted to employees for the purposes of making arrangements for and attending the funeral in the event of the death of an employee's brother, sister, mother-in-law or father-in-law.
- (c) One (1) day's leave of absence with pay shall be granted for the purpose of attending the funeral in the event of the death of an employee's brother-in-law, sister-in-law, grandparents or spouse's grandparents.
- (d) One (1) day's leave of absence with pay will be granted as a day of mourning to any employee unable to attend the funeral of those individuals listed in Article 19.01(b).
- 19.02 In the case of (a), (b) and (c) above, only that portion of the five (5) days, three (3) days, or one (1) day's leave which would otherwise have been working days, will be paid, and the Company may insist on verification before any payment is made.

#### **19.03 Jury Duty Pay**

If an employee is summoned or subpoenaed for jury duty, the Company shall grant the employee leave of absence with pay, which shall be the difference between his regular pay and monies received for jury duty.

#### **19.04 Canadian Citizenship**

The Company agrees to provide leave of absence to employees who wish to apply for Canadian Citizenship test. It is further agreed that reimbursement of wages shall be paid to employees who complete the Canadian Citizenship test. The reimbursement of wages will be the equivalent of four (4) working hours at the regular rate.

#### **19.05 Crown Witness**

If an employee is subpoenaed as a Crown witness (and not in proceedings where he is the accused) he shall be given leave of absence with pay which shall be the difference between his regular pay and monies received as a Crown witness.

## **ARTICLE 20 - PAY ON DAY OF INJURY**

- 20.01 Employees hurt while performing assigned duties while at work and who require medical attention and/or a period off work, shall be compensated at regular rates (including any applicable shift premium) for all regular time missed on the working day when injured. The Company will provide transportation to medical or hospital facilities off the plant premises.
- 20.02 The injured employee must report the accident immediately to his immediate supervisor or first-aider. Failure on the part of the employee to report such accident will result in disciplinary procedures.

## **ARTICLE 21 - REPORTING FOR WORK ALLOWANCE**

- 21.01 An employee who reports for work at the start of his regular daily shift, without having been told in advance not to report, will be given work, or pay at his regular rate, for a period of four (4) hours.
- 21.02 This obligation on the part of the Company will not prevail when an employee is prevented from working because of:
- (a) a power shortage, power failure, or any circumstances beyond the control of the Company;
  - (b) failure on the part of an employee to keep the Company advised of his current address and telephone number.

## **ARTICLE 22 - CALL-IN PAY**

- 22.01 Any employee contacted after he has completed his regular shift or on his day off and called in to work, shall be guaranteed a minimum of four (4) hours work at his regular job or pay equivalent thereto at the applicable overtime rate.

## **ARTICLE 23 - CREDIT UNION**

- 23.01 see Letter of Intent– Item (10).

## **ARTICLE 24 - SAFETY**

- 24.01 The Company and the Union shall maintain a Joint Occupational Safety and Health Committee consisting, per plant, of not more than two (2) members elected or appointed by the Union and not more than two (2) members appointed by the Company.
- 24.02 The general responsibilities of the Joint Occupational Safety and Health Committee shall be:
- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and make recommendations with respect to these matters.
  - (b) To investigate, promptly all serious accidents and any unsafe conditions or practices

which may be reported to it. Such investigations shall include accidents, which might have caused injury to a worker whether or not such an injury occurred.

- (c) To hold regular meetings monthly, for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.
- (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
- (e) The Union Member of the Committee shall have the right, if available, to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) Accident, injury and occupational illness records shall be kept by the Company, and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Ministry of Labour under the *Occupational Health and Safety Act*. The Company also agrees to make available to the Committee, upon request, the trade name and/or technical description (including chemical analysis, if available) of any compounds and substances used in the plant.

24.03 An employee may refuse to work or do particular work where he has reason to believe that any equipment, machine, device or thing he is to use or operate or the physical conditions of the work place or the part thereof in which he works or is to work is likely to endanger himself or another employee.

24.04 (a) If as set down in Article 24.03, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with representatives of the Occupational Safety and Health Committee.

(b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then the Ministry of Labour shall investigate the refusal to work and shall give his decision, in writing, as soon as possible.

(c) The employee shall be found alternative work until such time as the job has been made safe, or determined to be safe to work on.

24.05 The Company maintains the right to offer the refused work, with full disclosure, to another worker. Pending the investigation and decision of the inspector, no employee shall be required to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by the Plant Joint Safety and Health Committee.

24.06 No disciplinary action shall be taken against any employees by reason of the fact that he has exercised the right conferred upon him respecting the occupational safety and health of employees or himself.

24.07 (a) The Company agrees to pay:  
Effective October 1<sup>st</sup>, 2005 - \$165.00  
Effective October 1<sup>st</sup>, 2006 - \$170.00  
Effective October 1<sup>st</sup>, 2007 - \$175.00  
per contract year, towards the purchase of **Company approved safety boots**, upon presentation of a receipt. Employees who are required to work in areas which are considered to be less than normal working conditions shall receive an additional eighty-five (\$85.00) dollars per contract year, towards a third pair.

**Shoes can only be purchased one (1) pair at a time. Receipts must be provided in order for employees to be reimbursed.**

(b) The Company will pay fifty (50%) percent and the employee will pay fifty (50%) percent towards the cost of **basic uniforms**.

24.08 **Company approved prescription safety glasses** with non-removable side shields shall be provided by a supplier designated by the Company on the basis of one (1) pair per contract year, to a maximum of three hundred (\$300.00) dollars per contract year.

24.09 The parties agree that in the event that the temperature equals or exceeds 35 degrees Celsius as measured by one member of the Union Health & Safety Committee and one member of the Management at the following locations:

Holtby Plant - Mill 3 cut off area  
Van Kirk Plant - Mill 7 cut off area  
Invader Plant - Mill 13 cut off area

The Company agrees to meet with a Health & Safety representative to discuss means of alleviating heat related problems.

## **ARTICLE 25 - CLASSIFICATIONS AND RATES OF PAY**

25.01 Attached hereto and constituting a part of this Agreement is Schedule "A" setting forth the classifications and the hourly rates.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

### **26.01 Intent**

The Company and the Union are concerned about the impact on employees and conditions of employment resulting from technological improvements and/or automation. It is essential that these improvements be utilized to the best advantage of the Company and the employees. Accordingly, the signatory parties agree to the following:

#### **(a) Definition**

The term "technological change" shall be understood to mean changes introduced by the Company in the manner in which it carries out its production and maintenance operations, where such change alters the terms and conditions or security of

employment of members of the bargaining unit.

(b) Such changes as anticipated above include the following:

- (i) the introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized;
- (ii) a change, related to introduction of the above, in the manner in which the Company carries out its production and maintenance objectives and operations.

## 26.02 **Notice/Disclosure**

When the Company is considering the introduction of a technological change:

- (a) The Company agrees to notify the Union as far as is possible in advance of its intention, and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Company shall provide the Union, at least four **(4)** weeks where possible before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (c) The notice mentioned above shall be given in writing and shall contain pertinent data including:
  - (i) nature of the change;
  - (ii) the date on which the Company proposes to effect the change;
  - (iii) the number, type, and location of employees likely to be affected by the change;
  - (iv) the effects the change may be expected to have on the employees' working conditions and terms of employment;
  - (v) all other pertinent data relating to the anticipated effects on employees.

26.03 A senior employee who, due to technological change, has exhausted all bumping rights and is about to be laid off out of the plant, shall be provided with five (5) days training in the case of a Job Group 2 position, and ten (10) days in the case of Job Group 1 position, to attempt to bump out the junior employee in the plant.

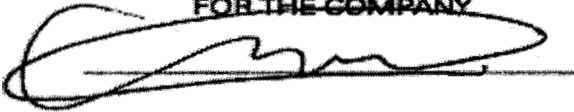
## **ARTICLE 27 - HUMANITY FUND**

- 27.01 The Company agrees to deduct on a weekly basis the amount of not less than one (\$0.01) cent 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 of America, 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 and addresses of all employees in the bargaining unit on whose behalf such payment has been made.
- 27.02 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by an employee in the bargaining unit after the receipt by the Company and the local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four **(4)** weeks following ratification of this Agreement or at any time thereafter.

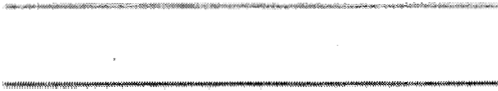
**ARTICLE 28 - DURATION OF AGREEMENT**

28.01 This Agreement shall continue in full force and effect from and including the 26<sup>th</sup> day of July 2005 to and including the 30th day of September 2008, unless either party notifies the other party in writing during a period of not more than ninety (90) days and not less than thirty (30) days prior to September 30, 2008, or any succeeding anniversary date of its desire to terminate or amend the Agreement, then it shall continue in full force and effect from year to year thereafter.

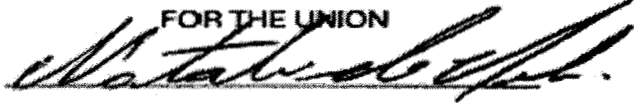
Dated at Brampton this 26<sup>th</sup> day of July 2005.

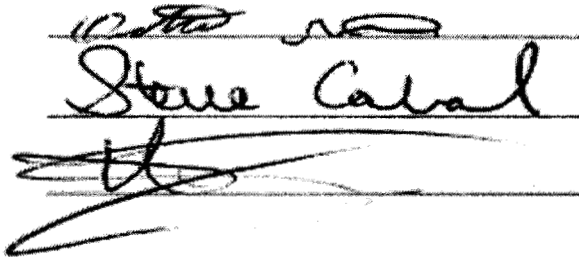
FOR THE COMPANY  


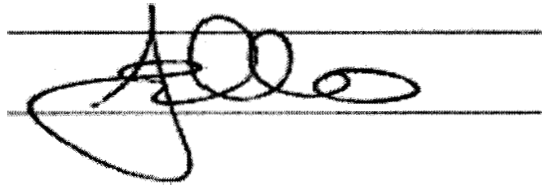






FOR THE UNION  






**SCHEDULE "A"**

**CLASSIFICATIONS AND HOURLY RATES - ALL PLANTS**

The Company shall classify employees within the following classifications and pay the corresponding hourly wage rates.

Classification		HOURLY RATE		
		Effective July 27, 2005	Effective October 1, 2006	Effective October 1, 2007
<b><u>Labour Class 1</u></b>				
Licensed Tradesmen	001	26.87	27.46	28.06
<b><u>Labour Class 2</u></b>				
Structural Mill Operator	001	24.24	24.77	25.31
Mechanical Mill Operator	002			
<b><u>Labour Class 3</u></b>				
Maintenance Man #1	001	23.62	24.14	24.67
Tester Operator	002			
Slitter Operator	003			
Tool Inspector	004			
Production Welder	005			
Structural Spare Operator	006			
Mechanical Spare Operator	007			
Structural Changeover Prep	008			
Operating Supplies Inspector	009			
Mechanical Lead Hand	010			
<b><u>Labour Class 4</u></b>				
Slitter Recoiler Operator	001	22.75	23.25	23.76
Structural Butt Welder	002			
Structural Cut Off Operator	003			
Mechanical Cut Off Operator	004			
Receiver	005			
Mechanical Shipper	006			
Structural Shipper	007			
Shipper Lead hand	008			



Classification	HOURLY RATE		
	Effective July 27, 2005	Effective October 1, 2006	Effective October 1, 2007
<b>Labour Class 5</b>			
Wood Saw Operator 001	22.13	22.62	23.12
Mechanical Butt Welder 002			
Mechanical Rollout/Crane 003			
Reclaim Operator 004			
Structural Shipper Helper 005			
Bundling Table Op Structural 006			
Bundling Table Op Mechanical 033			
Structural Steelman 007			
Mechanical Steelman 008			
Mechanical Shipping Crane 009			
Structural Warehouse Crane 010			
Structural Mill Crane 011			
Mechanical Mills Forklift 012			
Mechanical Shipping Forklift 013			
Weld Tester* 014			
Big Bewo Operator 015			
Small Bewo Operator 016			
Auto Saw Operator 017			
Continental Operator 018			
Haven Operator 019			
Behringer Saw 020			
Cutting Lead Hand 021			
Swager Operator 022			
Rollout Operator 023			
Cutting Crane 024			
Behringer Crane 025			
Cutting Forklift 026			
Floor Maintenance 027			
Hand Rollout 028			
Cutting Spare Operator			
Robot Operator/Labourer			
<b>Labour Class 6</b>			
Structural Reclaim Helper 001	21.91	22.39	22.88
<b>Labour Class 7</b>			
Labourer 001 to 004	21.31	21.78	22.26
Mill #6 Conveyor Labourer			
Janitor			
Tooling Labourer			
Slitter Labourer			
<b>Labour Class 8</b>			
Labourer Trainee	17.77	18.16	18.56

\* "Weld Tester" will be posted and included in Job Group 2. It is recognized that this is not a permanent position and when declared surplus, the duties will be performed by the "Mill" or "Cut-off Operator".

A.01 For the first year of employment, employees hired into the Labourers' classification shall be paid the Labourer Trainee rate. If an employee successfully bids out of the Labourer Trainee classification on to a permanent posting, or fills a temporary posting for three (3) months, and, is then bumped back into the Labourer Trainee classification, he shall receive the full Labourers' rate.

A.02 The Company may appoint certain employees to act as non-working lead hands and these employees shall be paid a rate of twenty-three dollars and thirty-six cents (\$23.36) per hour for all hours worked as a lead hand. This rate will increase with the Labour Class 3 Rate. They shall have authority to direct but not to discipline any employee. All other lead hands will continue to receive the twenty (20¢) cents per hour premium.

A.03 Unlicensed tradesmen are to be paid the Maintenance Man #1 rate in Schedule "A". To be paid at licensed rate, future hires must supply proper Ontario license and the Union shall be provided with a copy.

A.04 **Students** may be hired by the Company during the period May 1 to September 30 only in numbers sufficient to replace regular employees on vacation. Students shall only perform work of the labourer classification. Students shall be paid nine (\$9.00) dollars per hour. Students shall pay regular Union dues but shall not be covered by any of the other terms of the Collective Agreement.

A.05 **Cost of Living Allowance**

A cost of living allowance shall be paid to each employee as set out below:

(a) "Consumer Price Index" refers to the "Consumer Price Index Canada" - all items (1961 - 100) published by Statistics Canada.

(b) Effective October 1, 1989 "Consumer Price Index Base" refers to the Consumer Price Index for October 1, 1989.

(c) Effective October 1, 1989 "Adjustment Date" is April 1, 1990.

(d) "Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base and (ii) the Consumer Price Index published in the month next preceding the month in which the applicable adjustment date falls.

- (e) "Cost of Living Adjustment" is calculated as below and will be payable for the six (6) month period commencing with the adjustment date.

Effective on each adjustment date, a cost of living adjustment equal to one (1¢) cent per hour for each full .6 of a point change in the Consumer Price Index shall become payable for all hours paid before the next adjustment date.

The cost of living allowance shall only be triggered and payable if the Consumer Price Index exceeds six (6%) percent during the first year of the Collective Agreement, five (5%) percent during the second year of the Collective Agreement or five (5%) percent during the third year of the Collective Agreement. The payment generated by this triggered COLA, if any, will not exceed forty-five (45¢) cents in any year of this three (3) year Agreement. The base for the second year of the Agreement is October, 1990 and the base for the third year of the Agreement is October, 1991.

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base referred above become unavailable, the parties shall attempt to adjust this section, or if agreement is not reached, request Statistics Canada to provide the appropriate conversion of adjustment which shall be applicable as of the appropriate adjustment date and thereafter.

The amount of the cost of living allowance in effect at any time shall form part of an employee's hourly rate. The allowance shall not exceed one dollar and thirty-five cents (\$1.35) by the term of this Agreement. If the CPI falls below the Consumer Price Index Base, there shall be no cost of living adjustment.

- A.06 (a) For those Maintenance Men #1 and Licensed Tradesmen who have provided their own tools, the Company will pay an annual **tool allowance** of three hundred and fifty (\$350.00) dollars. This amount will be paid in equal installments on March 1st and October 1st each year.
- (b) Employees on short-term disability will qualify for any missed tool allowance payments upon their return to work. Employees on long-term disability will not qualify for tool allowance payments.
- A.07 The Company agrees to pay the **Licensed Tradesman** rate to any Tradesman who secures a license recognized by the Company, and the employee is actually performing the work of that trade.

## SCHEDULE "B"

### WELFARE PROGRAMME

B.01 The Company agrees to maintain and contribute 100% of the premium towards the following Welfare Programme:

(a) Life Insurance increased by:

- \$500 to \$38,000 effective October 1, 2005,
- \$500 to \$38,500 effective October 1, 2006, and,
- \$500 to \$39,000 effective October 1, 2007.

(b) Wage Indemnity for non-compensable accident and sickness in the amount of four hundred and twenty-five dollars (\$425.00) per week, effective October 1, 2002, and in the amount of four hundred and thirty-five dollars (\$435.00) per week, effective October 1, 2003, and in the amount of four hundred and forty-five dollars (\$445.00) per week, effective October 1, 2004, or, the Employment Insurance Commission maximum benefit, whichever is higher. Such payments to commence on the first day of hospitalization and of accident and the fourth day for sickness for a maximum period of fifty-two (52) weeks, for any one illness.

(c) Prescription Drugs (35¢ deductible).

(d) Blue Cross Dental Plan Number 9 or the equivalent, at the current O.D.A. schedule. The dental plan shall provide "restorative services" such as inlays, onlays and crowns.

(e) The Company will provide coverage equal to Green Shield riders 2 and 3 with twenty-five (\$25.00) dollars deductible per family applied in each twelve (12) calendar month period. The maximum payment for dentures will be seven hundred and fifty (\$750.00) dollars per employee. The Company will provide for employees with at least two (2) years seniority an orthodontic plan providing a maximum of two thousand five hundred (\$2,500.00) dollars per treatment on a fifty-fifty (50/50) co-insurance basis. This plan will cover the employee, his/her spouse and dependent children.

(f) The Company will introduce a Long Term Disability Plan on the basis of sixty (60%) percent of regular earnings to a maximum of one thousand three hundred (\$1,300.00) dollars effective date of ratification, and, one thousand four hundred (\$1,400.00) dollars effective October 1, 2001, per month for employees. Payments will be in accordance with the Plan of Insurance and will commence after fifty-two (52) weeks of disability and continue for two (2) years while an employee is disabled from performing his own occupation and thereafter while disabled from performing any occupation and shall contain offsets.

(g) The Company will contribute premiums to provide a vision care plan on the basis of two hundred and twenty-five (\$225.00) dollars and further agrees to pay up to one hundred (\$100.00) dollars for eye exams every two (2) years for employees and eligible dependents.

B.02 Employees shall take the benefits referred to above in accordance with the terms and

conditions of the Plan, which shall be made available to the Union on request. The Company agrees to the establishment of a four (4) person committee, represented equally by members of management and the Union, to review any issue which may arise out of insured benefit plans.

The Company will use its best efforts to assist any employee in any matter involving group benefits in dealing with the insurer.

- B.03 The Company will contribute to the pension plan based generally in accordance with the points set forth in the Memorandum of Agreement between the parties dated January 6, 1995, however, the basic pension benefit shall be increased effective October 1, 2005, to thirty-seven (\$37.00) dollars per month per year of service and, effective October 1, 2006, to thirty-eight dollars and fifty cents (\$38.50) per month per year of service and, effective October 1, 2007, to forty (\$40.00) dollars per month per year of service.

Amend plan to provide one pension unit after 1700 hours worked, effective with 2005 hours worked.

Titan Road

Effective October 1, 2005, pension benefits shall be increased to nineteen (\$19.00) dollars per month per year of service. Should Titan Road exist beyond January 1, 2006, employees shall receive the same benefits as stated above for all future service.

- B.04 The Company agrees, during the last year of this Agreement, to share with the Union all pertinent information on the existing plan and employee statistics.
- B.05 Copies of audiometric testing shall be provided to the employee upon request.

## SCHEDULE "C"

### Job Group 1

- Structural Mill Operator
- Mechanical Mill Operator
- Maintenance Man #1
- Licensed Tradesmen
- Slitter Operator
- Tooling Inspector
- Structural Spare Operator
- Mechanical Spare Operator
- Production Welder
- Structural Cut Off
- Receiver
- Mechanical Shipper
- Structural Shipper
- Structural Butt Welder
- Structural Changeover Prep
- Tester Operator
- Operating Supplies Inspector

### Job Group 2

- Slitter Recoiler Operator
- Mechanical Cut Off
- Mechanical Butt Welder
- Wood Saw Operator
- Reclaim Operator
- Structural Reclaim Helper
- Structural Shipper Helper
- Structural Steelman
- Bundling Table Operator
- Big Bewo Operator
- Small Bewo Operator
- Auto Saw Operator
- Continental Operator
- Haven Operator
- Behringer Saw Operator
- Cutting Lead Hand
- Swager Operator
- Labourer
- Structural Mill Crane
- Cutting Crane
- Behringer Crane
- Cutting Forklift
- Mechanical Mills Forklift
- Mechanical Shipping Forklift
- Mechanical Rollout/Crane
- Mechanical Steelman
- Mechanical Shipping Crane
- Structural Warehouse Crane
- Rollout Operator
- Floor Maintenance
- Hand Rollout
- \*Weld Tester

In the case of a new or changed job the Company agrees to discuss with the Union on the appropriate placement in this Schedule.

\*"Weld Tester" will be posted and included in Job Group 2. It is recognized that this is not a permanent position and when declared surplus, the duties will be performed by the "Mill" or "Cut-off Operator".

## LETTERS OF INTENT

- (1) The Company recognizes that certain jobs within the "labourer" classification are preferable to others. The Company wishes to recognize where possible that the opportunity for such preferred work should increase with the length of service of an employee. The Company, therefore, shall endeavour to allocate those jobs within the labourer classification, which are generally recognized as preferred to employees in that classification in accordance with seniority where possible. Such allocation shall, of course, be subject to ongoing availability of the jobs in question, the ability of an employee and the efficiency of the Company's operations. The right to a preferred job can only be exercised when a vacancy occurs in the job desired.
- (2) This Letter of Intent is to advise that the following member of Sonco Steel Tube Division bargaining unit will receive a weekly premium for performing additional duties. This premium will be paid for the duration of the Collective Agreement provided that these additional duties are assigned to such person and are performed by him:
- |                 |                 |         |
|-----------------|-----------------|---------|
| Martin Medeiros | Quality Control | \$20.00 |
|-----------------|-----------------|---------|
- (3) Where a member of management other than the mill operator's foreman makes changes or adjustments to a mill or its crew, the mill operator shall note such changes in the log and request that the member of management initial the log.
- (4) A Joint Committee, with equal representation from the Union and Management, shall be established to explore the possibility of establishing a program with the objective of cross-training from amongst employees with a minimum of one (1) year's seniority, in a job other than their own. Training, once completed, will be credited to the employee for the purposes of job postings and bumping in time of layoff and recall. Licensed tradesmen and those enjoying preferred seniority are excluded from this provision. All guidelines, prerequisites, the selection of candidates and the length and manner of any training will only be implemented by mutual agreement.
- (5) The Company agrees to the participation of the chairperson of the Union's Health & Safety Committee in the Health and Safety portion of the new employee induction program.
- (6) The Company agrees that individual crew members will not be singled out to work a shift, involuntarily, with different starting and quitting times than the shift of the other members of the crew with which he works.

There may be cases, on some particular jobs, where the nature of the job dictates that an employee's regular starting and quitting times may be somewhat different than the majority of the plant personnel. In these cases, employees are made aware of such requirements when they accept these types of positions.

- (7) The Company agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the *Workers' Compensation Act*) shall be reinstated in the position he/she held on the date of injury or provided with alternative employment of a nature and at earnings comparable to the employee's employment on that date.

The Company agrees to establish a Reinstatement Committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Company. The Committee's terms of reference are to clarify the employment opportunities for injured workers, based on the medical restrictions of the workers and to attempt to establish light duty jobs to which they may return, or to modify the workers' existing jobs or other jobs deemed fit to comply with their capabilities.

The Company shall provide the Union copies of all Form Seven's.

The Committee will take into account:

1. The type of work the individual is capable of performing;
2. The medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
3. The level of the individual's physical and occupational abilities;
4. The level of educational qualifications possessed by the individual;
5. The type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitation employment assignment.

The Committee, where its members are in unanimous agreement, may provide for those employees identified, and with the consent of the Company, an independent medical assessment, an educational assessment, on-the-job training and/or Company-sponsored training, and ongoing medical and physical rehabilitation.

The Company agrees that the jobs listed in Appendix " A of this Collective Agreement or any additional jobs established by unanimous agreement of the Committee as light jobs, will not be posted when vacant, but held for employees unable to return to their regular jobs.

Should new jobs be established by the unanimous agreement of the Committee requiring a new wage rate, the Committee shall advise the Company and the Union, and the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.

The Company shall advise the Union when notice is received from the Compensation Board of the worker's ability to return to work.



(8) The Company will post the following positions when they become vacant. It is agreed that these positions remain Labour Class 7 positions and employees in such positions may be assigned other duties temporarily which fall within the Labour Class 7 classification as directed by management.

- Janitor
- Tooling Labourer
- Mill #6 Conveyor Labourer
- Slitter Labourer

(9) The Company and the Union agree to set up a joint committee to address the issues resulting in the loss of uniforms and additional costs associated with these losses.

(10) The Company will continue deducting for the four **(4)** employees paying into the Credit Union.

## MEMORANDUM OF AGREEMENT FOR PLANT

Whereas the Company has indicated that they will be shutting down the Van Kirk and Titan facilities.

And whereas both Parties wish to protect the employment security of employees based on their seniority.

And whereas the Company has indicated the need to maintain the on time supply of quality parts to the current customer base which is essential, requiring a smooth, flawless transition in order to protect supply chain and retain their confidence.

And whereas the Parties agree to amend Article 13.03 in order to provide more security to senior employees.

And the Parties further agree that this Memorandum of Agreement shall only apply to affected employees displaced as a result of the plant closures, thereafter the prevailing provisions as outlined in the Collective Agreement shall apply.

Therefore the Parties agree as follows;

- I. Employees maintained in employment but displaced from their job as a result of the plant closures shall have the right to bump into another position of their choice. Provided they have the required seniority, experience, skill and efficiency, they shall be immediately assigned to their new position.

For the purpose of this agreement, experience skill and efficiency, shall be defined as having performed the job or a comparable job as agreed upon by the joint Union-Management committee and only requires a familiarization period to meet safety, quality and efficiency requirement.

2. Employees who have the seniority but do not possess the required, experience, skill and efficiency for their selected position, shall be assigned to available jobs vacated by laid off employees. The assigned jobs will be determined by a joint Union-Management committee, in consultation with the employee for their preference until such time that training can be provided for the initial job selected.
3. Training shall be scheduled with the intent of transferring senior employees to their selected jobs. During the transition period, no more than two (2) employees over and above any of those training for a Mill Operator position at each plant will be in training at any one time.
4. Incumbents for the selected jobs will be retained in their jobs out of seniority for a period of up to ninety (90) days , until trained replacements are available.

5. Employees selecting positions in Job Group 1 will receive fifteen (15) days with training to show satisfactory progress and Employees in Job Group 2 will receive five (5) days training to show satisfactory progress. If no satisfactory progress is established then the employee will be placed in the junior labourer's position.
6. Employees who become a successful job bidder to any posted position during this transition, shall surrender all rights to the job previously selected for the purpose of bumping.
7. To facilitate required training, the Company may retain employees out of seniority for the purposes of training for a period not to exceed one (1) year.
8. The transition period shall continue until all senior employees receive their selected position and received the appropriate training.

8.01 The Company will pay to each affected employee with less than five years of service two (2) week's severance pay for each year of unbroken service (and 1/12<sup>th</sup> of a week's pay for each completed month in an incomplete year) and three (3) weeks severance pay for each year of unbroken service (and 1/12<sup>th</sup> of a week's pay for each completed month in an incomplete year) for employees who have five years of service or more. Such payment shall be made to employees who are permanently laid off or terminated due to a permanent and total closure of the Company's plants. Severance pay will be based on the employee's regular straight time rate. The Company shall provide eight (8) weeks working notice. The employee shall receive the greater of severance pay under this clause or the Employment Standards Act, but not both. This clause does not apply if an employee is offered work elsewhere by the Company. This severance payment is payable at the time an employee relinquishes recall rights. This severance payment is conditional upon:

- An employee maintaining his attendance record equal to or better than the plant average (absences due to WSIB, Weekly Indemnity or authorized leaves of absence shall not be included)
- Provided all efforts are made to maintain normal productivity, quality and scrap rates being maintained
- Employee cooperation during the *transition/training* phase

Failure to comply with the above conditions will result in the loss of this to the affected employee of the one time severance provision and an employee will receive the severance provisions as per the Collective Labour Agreement.

8.02 Senior employees will be given the option of accepting the laid off employee's severance pay/package. This option will be exercised with the most senior employee having the first option

8.03 The Company shall also contribute two hundred and fifty (\$250.00) dollars per employee affected to the USW in order to provide for a Labour Adjustment Program that would assist affected employees with reemployment.

8.06 Consideration will be given to employees whose recall rights have been exhausted, in the event the company is hiring for new positions.

13.04 Employees who have been laid off due to lack of work will retain seniority as follows:

less than one (1) year of continuous service – recall rights equal to length of service

more than one (1) year but less than two (2) years of continuous service – one (1) year recall rights

over two (2) years of continuous service – twenty four (24) months recall rights plus one additional month for each year of service.

Employees with more than ten (10) years seniority who are laid off will retain recall rights for five (5) years.

If, during that period work becomes available, they will be recalled to work to vacancies in Job Group 1 in the inverse order that they were laid off, provided such employees have the required experience, skill and efficiency that has been acquired from previous and successful job postings to perform the available work. For vacancies in Job Group 2, recall shall be in accordance with seniority.