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CONVENTION COLLECTIVE

ENTRE

**L'UNITÉ SYNDICALE 3258
MÉTALLURGISTES UNIS D'AMÉRIQUE**

ET

STELFIL LTÉE

1993 - 1996

BASIC AGREEMENT

BETWEEN

**LOCAL UNION 3258
UNITED STEELWORKERS OF AMERICA**

AND

STELFIL LTÉE



1993-1994

BASIC AGREEMENT

THIS AGREEMENT, made this 23rd day of September, 1993

BETWEEN

**LOCAL UNION N° 3258
UNITED STEELWORKERS OF AMERICA**
(hereinafter called "the Union")

representing a unit of employees at
Stelfil Ltée
Lachine, Quebec

AND

**STELFILLTÉE
LACHINE, QUÉBEC**
(hereinafter called "the Company")

Effective August 1 st, 1993 to July 31 st, 1996

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SECTION 1

INTENT AND PURPOSE

1.01 It is the intent and purpose of the Parties hereto, to set forth herein the Basic Agreement covering wages, hours of work, and conditions of employment to be observed and to provide a procedure for the prompt and equitable adjustment of alleged grievances, to the end that there shall be no interruption or impeding of work, work stoppages, strikes or other interference with production during the life of this Agreement.

SECTION 2

RECOGNITION OF UNION

2.01 The Company **recognizes** the Union as the certified collective bargaining agency for all the hourly and production employees of the Company at its Works, but excepting:

- (a) Officers of the Company.
- (b) Salaried employees.
- (c) Officials and other persons acting in a supervisory or confidential capacity or having authority to employ, discharge or discipline employees.
- (d) Policemen and watchmen.

2.02 The terms "employee" or "employees" as used in this Agreement shall mean only such persons as are included in the above defined bargaining unit. Wherever the words referring to masculine gender are used herein, such as "he", "his", or "him", the same shall include and cover females and males.

2.03 The Parties agree that:

- (a) There shall be no intimidation of, and there shall be no discrimination against any employee either by the Company or the Union by reason of any activity or lack of activity, past, present, or future, with respect to Union affairs or membership.
- (b) No meeting for any purpose of the Union shall be held on the Company's premises except with the permission of the Company.
- (c) No Union activity shall take place or be permitted on the Company's premises on the part of any employee during his working hours or on Company time (save as expressly authorized by this Agreement) or in such manner or place or at such time as may interfere with or distract or divert any other employee or employees during their working hours or on Company time.
- (d) The Union shall not distribute or cause to be distributed any handbills, pamphlets, dodgers, Union publications or the like, on Company premises except with the permission of the Company.

2.04 Supervisors will not do work ordinarily performed by employees except for:

- (a) Instruction and training of employees, and
- (b) Emergency work when employees are absent or not available when required.

2.05 It is recognized that the Company may place non-bargaining unit personnel on bargaining unit jobs for the purpose of providing training for non-bargaining unit positions. It is understood that employees will not be displaced thereby and nothing herein shall be deemed to waive the provisions of Section 7. The Company will notify the Union in writing of any personnel hired or selected for such training.

SECTION 3

COLLECTION OF UNION DUES

3.01 During the term of this Agreement, the Company agrees to deduct Union dues from the wages of each employee who has authorized such deduction and shall forthwith remit the amounts so deducted to the Financial Secretary of the Union.

3.02 Such deduction shall correspond to 1.3 % of the member's monthly gross wages provided that the monthly contribution is no less than five (5) dollars.

The Company shall notify the Financial Secretary of the Union of the name of any employee whose wages were insufficient to permit such deduction, and it shall not be required to make such deduction from subsequent wages.

3.03 The amount of Union dues to be deducted shall be the regular monthly membership dues duly authorized by the Constitution of the Union. The financial Secretary of the Union shall notify the Company by letter of the monthly amount of such dues and any changes therein, and such notification shall be the Company's conclusive authority to make the deductions specified.

3.04 All employees hired during the term of this Agreement, shall, as a condition of employment, and within thirty (30) days after commencement of their employment, be required to execute an authorization for deduction of their Union dues, in the form hereinafter provided. Such authorization, and all other authorizations in effect on or after the signing date of this Agreement, shall not be revocable, subject to the provisions of this Agreement, notwithstanding any provisions contained in any previously executed authorization.

3.05 An authorization by an employee shall be deemed to be revoked (a) upon termination of employment, or (b) upon transfer out of the bargaining unit. The authorization shall automatically be reinstated if, in the former case, the former employee is recalled in accordance with 7.10 hereof, or, in the latter case, he is transferred back into the bargaining unit.

3.06 Authorization for deduction for Union dues shall be in the following form:

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|
| STELFIL LTÉE AUTHORIZATION TO DEDUCT UNION DUES | Clock N° | Name |
| | Address | |
| | City or P.O. | |
| <p>I hereby authorize Stelfil Ltée to deduct my Union dues from my wages payable on the Company's first/second pay day in each calendar month and to remit such amount to the Financial Secretary of Local N° 3258 United Steelworkers of America.</p> <p>This authorization shall not be revocable and subject to the provisions of the Basic Agreement between the Union and the Company, shall remain in effect so long as the Union is the bargaining agent of a unit of employees to which I belong.</p> | | |
| Date Authorization Effective | Department | Clock N° |
| Signature of Witness | Signature of Employee | |

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3.07 Authorizations shall be witnessed by an Officer, Chief Steward, or Steward of the Union or by a representative of the Company, and shall be signed in duplicate, one copy being held by the Company and the other by the Union.

3.08 The Company may deduct and remit Union dues as aforesaid but shall not be under any obligation to do so unless there is a Collective Agreement in full force and effect between the Company and the Union.

3.09 In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Section.

SECTION 4

MANAGEMENT FUNCTIONS

4.01 The Management of the plant and the direction of the working forces, the maintenance of order, discipline and efficiency including the right to direct, plan and control plant operations, to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing production methods and facilities, to determine the products to be manufactured and to manage the plant in the traditional manner is vested exclusively in the Company subject to the express provisions of this Agreement.

SECTION 5

HOURS OF WORK OVERTIME AND ALLOWANCES

5.01 This Section provides the basis for establishing workschedules and the calculation of overtime payments, and shall not be read or construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week.

5.02 The normal schedules shall be:

(a) Single Turn Operations

The standard working day will be eight (8) hours including a one half hour lunch period, and this lunch period shall be scheduled between the two (2) middle hours of the day shift at the plant. The standard working week shall be five (5) standard working days Monday through Friday.

(b) Double and Triple Turn Operations

The standard working day will be eight (8) hours and the standard working week will be five (5) standard working days Monday through Friday.

(c) Notwithstanding (a) and (b) above, the present schedule of working hours shall be as set out in Appendix "H" hereto. In the event the Company finds it necessary to alter these hours, they shall first review the matter with the Union with a view to finding an acceptable solution.

- (d) A standard working week is defined as the standard working days between 11 P.M. (23h00) of one Sunday, and 11 P.M. (23h00) of the next Sunday, as set forth for the various turns in this Section 5.

5.03 The hours of work provided for in paragraph 5.02 of this Section 5 will not apply to employees on seven (7) day continuous operations. In accordance with item 35, the standard four (4) shift operations work schedule will apply as set forth in Appendix "H".

5.04 An employee on continuous, triple turn or the first turn of double turn operations will not cease work until relieved or otherwise instructed by the Foreman or Supervisor. Employees may be relieved early up to a limit of ten (10) minutes.

5.05 When the Company schedules three (3) shift operations on a forty (40) hour week, it is agreed that the first shift will start at Sunday night, at ELEVEN o'clock.

5.06 Overtime is defined as hours worked in excess of a forty (40) hour working week.

The pay week used for the computation of overtime is defined as the period between Friday and Thursday.

For the application of this clause, vacation hours and statutory holidays granted for a day that otherwise would be a working day shall be credited as worked hours, but these credits shall never be higher than the number of hours otherwise worked. The same shall apply for bereavement and jury service hours and normal hours scheduled for production but required for Union matters.

Any employee having worked a minimum of forty (40) hours during a pay week shall be allowed to accumulate the additional number of hours worked up to a maximum of four (4) hours per pay period for a total of eighty (80) hours of additional vacation per year. An employee shall be required to inform, by June 1st of the calendar year, of his intention to accumulate these additional hours for the next year. These hours shall be accumulated from pay n° 14 to pay n° 13 of the next year.

5.07 Overtime shall be paid at one and one half times the standard hourly rate.

5.08 Overtime payment will not be made twice for the same hours and will only be paid for periods of fifteen (15) minutes or multiples thereof.

5.09 The Company may schedule overtime up to a maximum of eight (8) hours per week. All employees shall work overtime during these hours if requested to do so by the Company. Any additional overtime (over the forty-eight (48) hours per week) shall be worked after mutual agreement between parties.

- (a) An absence on a scheduled additional working day may be cause for disciplinary action by the Company.
- (b) An absence on a additional working day prior to a statutory holiday will not in itself affect statutory or vacation payments.
- (c) Employees will receive at least forty-eight (48) hours' notice of this scheduled overtime. Such notice does not apply to emergency overtime which may be necessary.
- (d) Should an employee wish to be absent during a scheduled overtime day, every effort will be made by the Company to arrange this. Suchcases may bediscussed with the Department Foreman and, if necessary with the Plant Manager.

- (e) When a statutory holiday falls outside of the standard working week and an employee is required to work, the Company will also pay the special allowance for statutory holiday.

5.10 Effective on the signing date of this Agreement, the whole of Clause 5.09 above shall not apply, subject to the following conditions:

- (a) Overtime shall be on a voluntary basis.
- (b) This Clause 5.10 shall remain in effect until the expiry date of this Basic Agreement, except that it may be terminated by either party at any time prior to such date upon thirty (30) days written notice. Such written notice shall be signed by the Committee representing members of local 3258 or the Works Superintendent as the case may be. In the event that this Clause 5.10 is terminated, then Clause 5.09 shall be reinstated at the end of the thirty (30) day period referred to above.

Other Allowances

- 5.11** (a) When an employee reports for work after having been scheduled or notified to report and the work for which he is usually employed is not available for at least four (4) hours, he shall receive four (4) hours' pay, at the standard hourly rate of the job for which he was scheduled or notified to report, plus any out-of-line differential that may apply, subject, however, to the provisions of paragraph(b) and 5.12 below.

- (b) If such employee is offered other work he shall perform such other work for a period of four (4) hours at the standard hourly rate of the job for which he was scheduled to report plus any out-of-line differential that may apply or the rate of pay for such other work, whichever is higher. Such employee will perform such other work for such further period of time as may be required by the Company and will be paid for such further work in accordance with the provisions of Clause 6.48.

5.12 An employee shall not be entitled to receive the four (4) hours' pay provided in 5.11 if:

- (a) He has been notified by the Company not to report for work at least two (2) hours before his regular starting time. An employee shall be deemed to have been so notified if the Company has given a message at the telephone number recorded by him in the Industrial Relations Department, or
- (b) he has not so recorded any telephone number, or
- (c) he refused to perform other assigned work as provided in 5.11(b).

5.13 The provisions of paragraph 5.11 shall not apply if work is not available because of conditions over which the Company has no control, including fire, storm, flood, failure or insufficiency of electric or other power.

5.14 When an employee reports more than one (1) hour late for his regular shift, without notifying his Foreman or a watchman on duty that he will be late, then the employee may not be allowed to work his regular shift or be entitled to the four(4) hours' pay provided in paragraph 5.11.

- 5.15** (a) When it is necessary to require an employee to report for work, on other than his scheduled shift because of a breakdown or other emergency, then a minimum of four (4) hours' work will be provided at his standard hourly rate plus any out-of-line differential that may apply. If such work is not provided, then the employee shall be paid for four (4) hours' work at such rate.
- (b) Employees called in to work under this clause shall receive one (1) hour's pay for each hour worked, plus an additional full hour for a fraction of an hour worked at the beginning or the end of the call-in, but the total shall not be less than four (4) hours.

Turn Premiums

5.16 Turn premiums will be paid as follows:

- (a) For hours worked by an employee assigned to the second turn as scheduled under 5.02 and 5.05 effective:
- forty (40) cents per hour
- (b) For hours worked by an employee assigned to the third turn as scheduled under 5.02 and 5.05 effective:
- forty-five (45) cents per hour
- (c) The appropriate turn premium under (a) or (b) shall be paid to an employee who works a full overtime second or third turn as defined therein.

5.17 In no case will a premium paid pursuant to 5.16 be at an overtime rate.

SECTION 6

WAGES

6.01 The Co-operative Wage Study (C.W.S.) Manual for Job Description Classification and Wage Administration, dated October 1, 1956, as amended September 13, 1966 (hereinafter referred to as "The Manual") is incorporated in this Agreement as Appendix "A".

6.02 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.

Standard Hourly Wage Scale

6.03 (a) Effective August 1, 1993, the Standard Hourly Rate for all employees hired after this date shall be established at 65 % of the rate as provided for in the Basic Agreement.

A rate increase program shall aim at a 5 % *annual increase allowance up to a maximum* of the established rate as outlined in Appendix "B" herein for each job class. This increase shall take place at the anniversary start date of the employee.

The pay computation shall be based on the provisions of the Basic Agreement to be then multiplied by the employee's base rate factor. All fringe benefits, except for the Pension Plan, shall be governed by the same rate factor subjected to government legislations if any.

(b) Effective August 1, 1993 and until December 31, 1993, the Standard Hourly Rate for each Job Class shall be as shown in Appendix "C" hereto.

6.04 The standard hourly rate for each job shall be the standard hourly rate for all jobs classified within such job class.

6.05 Effective on the dates specified in 6.03 the rate of pay of an employee on a non-incentive job who was receiving an out-of-line differential prior to such dates shall be adjusted by increasing that rate by the amount of increase in the rate for Job Class 1 and the following shall then govern:

- (a) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job as provided in 6.03, the amount of such excess shall become the employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.
- (b) 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 6.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job as provided in 6.03 and the former out-of-line differential shall be terminated.

Production and Maintenance Jobs

6.06 The standard hourly rate for each production or maintenance job, other than a trade or craft or apprentice job, shall be paid to any employee during such time as the employee is required to perform such job, except as otherwise provided in this Agreement.

Trade or Craft Jobs

6.07 The term "trade or craft job" shall have the same meaning as defined in the Manual.

6.08 The following schedule of rates shall apply to trade or craft jobs:

- (a) A standard rate equal to the standard hourly rate for the respective job class of the job.
- (b) An intermediate rate at a level two (2) job classes below the standard rate; and
- (c) A starting rate at a level four (4) job classes below the standard rate.

6.09 Each employee regularly performing the described work of a journeyman in a trade or craft or each employee hired for or transferred in accordance with the applicable provisions of this Agreement to a trade or craft job, shall be assigned either to the starting rate, intermediate rate or standard rate classification of the respective trade or craft, which assignment shall be on the basis of his qualifications and ability in relation to the requirements of the job.

6.10 The Company will notify the Union of any assignment under 6.09 or of any change in the assignment of trade or craft employees on the form shown as Exhibit "E" of the Manual.

6.11 An employee assigned to a starting rate or intermediate rate may, following the completion of periods of 1040 hours of actual work for the Company in the given trade or craft, request and shall receive a determination of qualifications and ability, and shall be reclassified into the next higher rate of the respective trade or craft if such determination discloses that satisfactory qualifications and ability have been developed by the employee during the intervening period of time. The periods of 1040 hours shall commence at the date of initial assignment or the date referred to in 6.12.

6.12 The result of the determination of such an employee's qualifications and ability shall be made effective by the Company at the beginning of the pay period closest to the date upon which the employee requested such determination. On the same date such employee, if below the standard rate classification, shall be considered to have begun to accumulate the succeeding prescribed 1040 hour period.

6.13 Any dispute concerning the determination of an employee's qualifications and ability with respect to a trade or craft job shall be resolved in accordance with the principles and procedures set forth in the "Program for the Classification of Journeymen on the Basis of Qualifications and Ability" and annexed to this Agreement as Appendix "E".

6.14 The established starting rate, intermediate rate or standard rate of pay for a trade or craft job, shall be paid to each employee during such time as the employee is assigned to the respective rate classification.

Apprentice Jobs

6.15 Employees who possess the requisite qualifications and ability shall be eligible together with other recruits, for apprentice training in the respective trades or crafts as the need requires. It is agreed that one apprentice will be allowed for each of the trade or craft jobs. Where there are more than five (5) tradesmen in any one trade, an apprentice will be allowed for each five (5) tradesmen in that trade. All apprentices shall sign an Apprenticeship Agreement as prescribed by the Company but, in case of any conflict between such Agreement and the Basic Agreement, the latter shall govern. If, upon completion of the Apprenticeship period, the Company is satisfied that the employee is qualified for the trade or craft job, he shall receive a certificate certifying that he has successfully completed the apprenticeship training.

6.16 An employee training through an Apprenticeship Course in a given trade or craft shall commence his training at the beginning of the first 1040 hour period and be paid the standard hourly rate for Job Class 1, unless assigned by the Company to a different 1040 hour period, in which case, he shall be paid the standard hourly rate appropriate to that period and shall thereafter, at the conclusion of each training period of 1040 hours of actual experience with the Company, be advanced to the standard hourly rate for the job class of the succeeding period as set out in the schedule of apprentice training and annexed to this Agreement as Appendix "F".

Hours during which an apprentice attends classes of instruction prescribed by the Company as part of his apprenticeship training, will be credited as hours of actual experience towards the accumulation of 1040 hour periods.

However, an apprentice will not be considered to have completed the last 1040 hour period of his apprenticeship course until he has successfully completed all of the prescribed classes of instruction for such trade and craft,

6.17 Rate changes, as determined by the 1040 hour periods as provided in 6.16, shall be made at the beginning of the pay period closest to the completion of the 1040 hours.

6.18 If, at the time an employee has satisfactorily completed a trade or craft apprenticeship course of the Company, a vacancy in the said trade or craft job exists, the employee shall, subject to the provisions of 6.20 and Section 7, be assigned to the vacant job and paid the established starting rate of the respective trade or craft; and

- (a) thereafter accede to the intermediate rate at the end of 1040 hours of actual work experience with the Company in the given trade or craft; and
- (b) thereafter accede to the standard rate at the end of an additional 1040 hours of actual work experience with the Company in the given trade or craft.

6.19 If there is no vacancy in the respective trade or craft job upon satisfactory completion of his apprenticeship course, the apprentice shall nevertheless be considered as having the qualifications of a starting rate journeyman in the respective trade or craft. When subsequently transferred or assigned to the trade or craft job, the provisions of **6.18** shall apply.

6.20 Before hiring new employees for a trade or craft job, the Company shall consider any requests for transfer to such job, which have been registered with the Industrial Relations Department by employees having the required trade or craft skills and who were previously employed on trade or craft jobs at this Works or had satisfactorily completed an apprenticeship course in the respective trade or craft at this Works.

Learner Rates

6.21 Learner Rates will apply only to the jobs shown on the list annexed to this Agreement as Appendix "**G**". Jobs may be added to or removed from such list by mutual agreement between the Parties.

6.22 The schedule of Learner Rates shall be **determined on the basis of Factor 2 (Employment Training and Experience)** of the Job Classification as follows:

- (a) **Jobs in Code B.4**
One (1) learner period of **240** hours at a level two (2) jobclasses **below the** standard hourly rate of the job.
- (b) **Jobs In Code C.8**
One (1) learner period of **520** hours at a level two (2) job classes below the standard hourly rate of the job.

- (c) **Jobs in Codes D 1.2 and E 1.6**
Two (2) learner periods, each of 520 hours, the first at a level four (4) job classes and the second at a level two (2) job classes below the standard hourly rate of the job.
- (d) **Jobs In Codes F 2.0 and higher**
Three (3) learner periods, each of 520 hours, the first at a level six (6) job classes, and the second at a level four (4) job classes and the third at a level two (2) job classes below the standard hourly rate of the job.

6.23 An employee assigned to a job with a schedule of learner rates shall receive credit for all time previously worked on such job in determining the appropriate rate level in the learner schedule.

6.24 Before hiring a new employee for a learner job, the Company shall consider any present employee's request recorded by the Industrial Relations Department for transfer to such job. Such records shall be verified by the employee and be available to the Union.

6.25 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) the standard hourly rate for Job Class 2 in the case of an employee hired for the learning job: or
- (b) 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 in the case of an **employee transferred from another job** in the plant.

6.26 The learner provision set forth in 6.25 shall apply:

- (a) For a period of time sufficient to learn to do the job provided that such period shall not be in excess of the learner period of such job.
- (b) Only to provide replacements for job vacancies.
- (c) In accordance with the provisions of the Basic Agreement for filling vacancies.

Multiple Assignment

6.27 It is agreed that there are conditions under which an employee is regularly required to perform work covered by more than one job description or by more than one job classification without having been transferred from one job to another as provided for under 6.48. When work is so performed, an employee is considered as having a multiple assignment to the jobs which he is regularly required to perform.

6.28 It is agreed that the jobs to which an employee may receive a multiple assignment are listed in the letter from the Company to the Union, bearing the same date as the Basic Agreement. This list may be added to or subtracted from by agreement between the Parties.

6.29 An employee, having a multiple assignment, shall be paid the applicable standard hourly rate for all time worked in each classification comprising the job.

6.30 When an employee, having a multiple assignment, is temporarily transferred from his regular work, the standard hourly rate of the classification in which he worked the most time during the three (3) pay periods immediately preceding the temporary transfer shall be used for purposes of 6.48.

Out-of-Line Differentials

6.31 An out-of-line differential is the amount an employee's existing rate on a job exceeds the standard hourly rate for such job.

6.32 Except as an out-of-line differential may be changed by the means herein provided, it shall continue to be paid in the amount shown on a list furnished to the Union by the Company on the signing date of this Agreement to any employee included in such list during such time as the employee occupies the job class for which the differential was established. The Company shall also furnish the Union with a list showing the amounts and employees who are to be paid new or increased out-of-line differentials by reason of 6.40.

6.33 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.

6.34 If an employee with an out-of-line differential is transferred or assigned to another job and, under the terms of this Agreement, a lower standard hourly rate is applicable, then the out-of-line differential shall be terminated.

6.35 If such employee referred to in 6.33 and 6.34 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 6.36.

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

Incentives

6.37 The Company, at its discretion, may establish incentive plans for any job. In the event that an incentive plan is established, the base rate for such plan shall be the standard hourly rate and the Company will thereupon negotiate with the Union provisions covering the installation and administration of such incentive plan based on the principles and procedures therefore in effect at other plants of the Company.

Description and Classification of New or Changed Jobs

6.38 The description and classification for each job in effect as of the date of this Agreement, and others subsequently established, shall continue in effect unless:

- (a) the Company changes the job content to the **extent** of one full job class or more;
- (b) the job is terminated or not occupied during a consecutive period of one year; or
- (c) description and classification are changed by mutual agreement of the Company and the Union.

6.39 Whenever the Company establishes a new job or changes the job content of an existing job to the extent of one full job class or more, upwards or downwards, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

- (a) The Company will develop a description and classification of the job in accordance with the provisions of the Manual.

- (b) The proposed description and classification will be submitted to the Union C.W.S. Committee, which shall consist of three (3) employees; one of whom shall be chairman; for approval. Each member of the Union C.W.S. Committee will be paid at his average hourly rate during the preceding pay period for attendance at meetings held with the Company, under the provisions of Clauses 6.39 to 6.43 of the Basic Agreement, up to but not exceeding a total of six (6) hours in any calendar month for the whole Committee and the hours may be cumulative during the term of this Agreement.
- (c) The applicable standard hourly rate for the job shall become effective on the date the new job was established, or on the date the job content of an existing job was changed.

6.40 If the change in job content results in a lower classification of a job, any incumbent of such job at the date of such lower classification shall receive an out-of-line differential equal to the difference between the standard hourly rate for the job before such change and the standard hourly rate thereafter. Such out-of-line differential shall be in addition to any other out-of-line differential an incumbent then has and shall be governed by the provisions of this Section.

6.41 Should the Company and the Union C.W.S. Committee be unable to agree upon the description and classification, the following shall be the procedure:

- (a) The Company shall install the proposed classification and the standard hourly rate for the job class to which the job is thus assigned shall apply as set forth in 6.39(c).
- (b) The Union C.W.S. Committee may within thirty (30) days thereafter refer in writing to the two (2) Representatives designated in 6.45, an allegation that the job is improperly described or classified under 6.39.

6.42 If the Company is alleged to have established a new job, or changed the job content of an existing job to the extent of one full job class or more, and has failed to develop and submit a new description and classification, the Union C.W.S. Committee shall notify the Company in writing, specifying its allegations. The Company and the Union C.W.S. Committee shall discuss the matter, after which the Company shall reply in writing to the Union C.W.S. Committee's allegations.

If the Company's reply is not satisfactory, the Union C.W.S. Committee may within thirty (30) days of the date of such reply refer the matter in writing to the two (2) Representatives designated in 6.45.

Any change in job class shall become effective in accordance with 6.39 (c) provided, however, that retroactivity shall not apply for more than ninety (90) days prior to the date the Union C.W.S. Committee notifies the Company of its allegations.

6.43 When the Company changes a job but the job content change is less than one full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to enable subsequent adjustment of the job class assignment of the job for an accumulation of small job content changes in accordance with the following:

- (a) The Company will prepare a record of such change to supplement the original job description and classification.
- (b) Such record will be submitted by the Company to the Union C.W.S. Committee. It shall not be necessary for the Union C.W.S. Committee to indicate its agreement with such record. If it is claimed that the Company has incorrectly assessed the job change or the change or changes in the job, when added to prior change or changes, requires a change in the job classification to the extent of one full job class or more, the Union C.W.S. Committee shall notify the Company in writing, specifying its allegations.

The Company and the Union C.W.S. Committee shall discuss the matter, after which the Company shall reply in writing to the Union C.W.S. Committee's allegations. If the Company's reply is not satisfactory, the Union C.W.S. Committee may within thirty (30) days of the date of such reply refer the matter in writing to the two (2) Representatives designated in 6.45.

Any change in job class shall be effective as of the date of the most recent change in job content.

- (c) A notification made by the Union C.W.S. Committee as provided in (b) above must be filed within sixty (60) days of the date the record was submitted by the Company to the Union. The Union may, within such sixty (60) days, request and obtain an extension of time for an additional thirty (30) days beyond the sixty (60) day period to enable them to review the change, in which event, any notification made by the Union must be filed not later than ninety (90) days of the date the record was submitted to the Union.

6.44 When and if job content changes of less than one full job class accumulate to a total of one job class or more:

- (a) The job shall be reclassified to the appropriate job class on the basis of such total accumulation and the reclassification shall become effective from the date of the most recent change in job content.
- (b) The appropriate standard hourly rate shall be effective as of the date of such reclassification.

- (c) A new description and classification shall be established in accordance with 6.39 embodying such accumulation of job content changes.

6.45 The Company and the Union shall each designate a representative to consider referrals submitted under Clauses 6.41, 6.42 and 6.43. The Union's Representative shall be a representative of the International Union.

- (a) The two (2) Representatives selected shall meet within thirty (30) days of the date the matter was referred to them. If either Representative is unable to meet within this thirty (30) day period, a substitute Representative shall be designated by the party concerned and the thirty (30) day period referred to above shall be deemed to commence as of the date of his appointment. Within sixty (60) days after the date of their first meeting, the two (2) Representatives shall jointly notify the Parties hereto in writing of their agreement or failure to reach agreement. Agreement between the two (2) representatives shall be final and binding.
- (b) If the two (2) representatives are unable to reach agreement within the specified period, the Union may, within thirty (30) days of the date of the written notification of the two (2) Representatives, notify the Company in writing of its intention to submit the dispute to arbitration under the provisions of Clauses 8.15 to 8.21. The Union's written notification shall contain particulars of the issues in dispute and for the purpose of 8.15 shall be considered as a grievance not adjusted in Step N° 3.

Correction of Errors

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

Transfers

6.47 When an employee is transferred in lieu of lay-off or permanently transferred for any other reason, he shall be paid the rate of the job to which he has been transferred except as provided in 6.33.

6.48 An employee who is temporarily transferred from his regular work shall be paid the standard hourly rate of the job to which he has been transferred provided that if such standard hourly rate is less than the standard hourly rate of his regular job plus any out-of-line differential paid to him on his regular job, then he shall be paid the standard hourly rate of his regular job plus any out-of-line differential for the period of such temporary transfer. The word "Temporary" in this paragraph 6.48 shall mean not more than thirty (30) days and in no case will a job be considered temporary for more than thirty (30) days.

Wage Grievances

6.49 Except as otherwise provided herein, no basis shall exist for an employee, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

SECTION 7

SENIORITY

Service and Employment

7.01 For the purpose of this Agreement, service shall mean an employee's length of service with the Company, since the date of his last hiring or rehiring, but shall include service as provided in 7.10 hereunder. Where two (2) or more employees have the same service date, the Company will meet with the Union to decide which one will obtain the job.

7.02

- (a) An employee shall be considered a probationary employee until he has been in the employ of the Company continuously for three (3) months. Upon completion of such probationary period, he shall have service dating from his last hiring date and, in the case of an employee who was previously laid off and rehired, there shall be added to such service any periods of continuous employment of thirty (30) days or more as a probationary employee within the six (6) month period preceding his last hiring date.
- (b) Grievances may not be presented in connection with the ~~discharge~~ or ~~lay-off~~ of a probationary **employee unless** discrimination for Union **activity** is **alleged**. A probationary employee is entitled **to** all other rights and privileges accruing to employees under this Agreement.

7.03 Service and employment shall be terminated when an employee:

- (a) resigns,
- (b) is discharged,

- (c) is laid off for lack of work,
- (d) is absent due to disability for a period exceeding the limits set forth in 7.10 (a) relating to length of service and recall entitlement,
- (e) is absent for more than five (5) working days without permission of his Foreman or the Industrial Relations Department, subject to the Letter of Agreement re: Employee Absences,
- (f) is absent for a period exceeding the time allowed under the Workmen's Compensation regulations,
- (g) fails to return to work at the termination of a Leave of Absence except with the written consent of the Company,
- (h) fails to report for work within ten (10) working days after being instructed to report by mailing to him of a registered notice at the last address appearing on the Industrial Relations' records, unless the employee has obtained a written leave of absence from the Company for a period which does not expire within such ten (10) days.

7.04 The Company shall provide a service list in each department showing the starting date with the Company of all employees in such department. Such list shall be posted on the bulletin boards in each department and shall be available at the Industrial Relations Department for inspection by Officers of the Union or any Steward. Copies of such lists will be given to the Union and will be brought up to date every six (6) months.

Decrease or Increase of Working Force

7.05 In all cases of promotion (except promotion to positions excluded from bargaining unit or positions requiring technical or other training or special educational qualifications) and in all cases of decrease or increase of working forces, the following factors shall be considered by the Company:

- (a) Service
- (b) Knowledge, efficiency and ability to perform the work
- (c) Physical fitness

Where factors (b) and (c) are relatively equal, factor (a) shall govern.

7.06 The Parties agree that in the case of short temporary periods of lay-off, decreases in working force or other interruptions of work, it may not be practicable to implement the provisions of this Section. Both Parties agree to make every reasonable effort to reach a mutually satisfactory understanding in such cases.

- (a) It is not intended that the provisions of this Section are to be waived in respect of any such short periods in excess of five (5) working days in a calendar month or ten (10) working days in each half of a calendar year, except by mutual consent.
- (b) It is understood that the application of this Clause 7.06 will not result in a loss of more than five (5) consecutive working days at any one time.

- (c) It is further understood that the Company will make every reasonable effort to avoid repeated loss of time for an employee or a group of employees in the application of this Clause 7.06.

7.07 Subject to the provisions of 7.05, whenever a decrease in working forces is necessary, probationary employees will be laid off first, and then an employee with service displaced from his job may apply in the following order for:

- (a) The job in his department in the same description held by the junior service employee.
- (b) Then the job in any other description in his department, held by the junior service employee in the highest earning category **for which** he is qualified, provided his service is greater than that of the employee to be displaced.
- (c) The job in another department held by the junior service employee in the highest classification for which he is qualified.

A displaced employee shall not be entitled to be laid off work until he has exercised his entitlement under the provisions of this clause.

7.08 Executive Officers and Chief Stewards of Local 3258 who are employees of the Company will be given preferential service during a lay-off for the purpose of carrying on their Union duties, provided that any such Officers and Chief Stewards can satisfactorily perform the jobs available during such lay-off and, provided further, that the total number of Union Officers and Chief Stewards granted such service will not exceed eight (**8**). A list of Executive Officers and Chief Stewards shall be furnished to the Company.

Job Posting

7.09

- (a) Whenever a permanent vacancy occurs on a job within a department, notice of such vacancy will be posted on the notice boards of the department and on the time office notice board for a period of five **(5)** working days. Any employee concerned may apply in writing to his Foreman within such **five (5)** day period. The job will be filled in **accordance with 7.05, with employees being** considered in the following order:
1. Employees of the department in which the vacancy occurs, and where an appointment is not made from that group;
 2. Employees entitled to recall to the department as provided in **7.12** and where an appointment is not made from that group;
 3. Employees of other departments in the plant, and where an appointment is not made from that group;
 4. Former employees entitled to recall in accordance with **7.10**.
- (b) **All subsequent vacancies, which result from** the filling of the above posted vacancy, will be filled **by employees within the department** in accordance with **7.05**, or by such employees entitled to recall to the department as provided in **7.12**.

- (c) In applying the provisions of (a) and (b) above, only an employee who has occupied his job for a minimum period of six (6) months or who is occupying a job as a result of a decrease in working force, will be considered for a job vacancy which carries an equal or lower standard hourly rate than the job which he occupies.
 - (d) Nothing herein shall preclude the Company from making a temporary appointment, not to exceed thirty (30) days, to any job.
 - (e) Whenever a permanent vacancy occurs following a temporary transfer to a non bargaining unit job, such vacancy shall be posted as a permanent vacancy and the employee shall retain his rights as provided in Clause 7.07.
- 7.10** (a) When an employee has been laid off he shall be entitled to recall for the appropriate period as hereinafter provided in (1), (2), (3), (4), (5), and subject to 7.05, first, to the department from which he has been laid off and second, to vacancies in other departments.
- (1) Less than two (2) years of service at the date of lay-off for a period of twenty-four (24) months from the date of layoff.
 - (2) Two (2) years but less than three (3) years of service at the date of lay-off for a period of thirty (30) months from the date of lay-off.
 - (3) Three (3) years but less than four (4) years of service at the date of lay-off for a period of thirty-six (36) months from the date of lay-off.

- (4) Four (4) years but less than five (5) years of service at the date of lay-off for a period of forty-two (42) months from the date of lay-off.
 - (5) Five (5) or more years of service at the date of lay-off for a period of forty-eight (48) months from the date of lay-off.
- (b) If a former employee is recalled and rehired within the applicable period, his service shall include service prior to such lay-off and further accumulation of service as follows:
- (1) in the case of an employee with at least one (1) year of service at the date of lay-off, the first nine (9) months of the lay-off will be included with his prior service, or
 - (2) in the case of an employee with three (3) years or more of service at the date of lay-off, the first fifteen (15) months of the lay-off will be included with his prior service.
- (c) A former employee who is entitled to recall shall be eligible to file a grievance concerning such recall.

7.11 If a former employee fails to report for work within ten (10) working days after being recalled by a registered letter addressed to the last address on the employment records, he shall not be further entitled to recall.

Transfers

7.12 An employee transferred in lieu of lay-off to another department or departments in accordance with the provisions of 7.07 or recalled to another department in accordance with the provisions of 7.10 shall, for a period of one year from the date he was transferred from his original department and subject to 7.05, be entitled to recall to the department from which he was originally displaced and, if recalled, be required to return to the department.

The provisions of this Clause shall not apply in the case of such employees who have been appointed to permanent vacancies, under Clause 7.09, and have designated in writing, at the time of their appointment, their intention to remain on the job when operations are increased.

7.13 In the event of an employee being temporarily transferred from one job to another within a department or to another department, and there being no increase or decrease in the working forces, such transfer shall not exceed a period of thirty (30) days. Where such transfers involve training opportunities, the Company will give preferential consideration to the senior qualified employees available for transfer in the department. Should it be necessary to permanently transfer an employee from his job to another in the same department, he may exercise the provisions of Clause 7.07 (a) and (b).

7.14 An employee transferred by the Company or transferred to a job in lieu of lay-off from one department to another, or recalled to a department in accordance with 7.10 or 7.12, shall carry with him the service record which he has accrued in the department from which he was transferred, recalled or laid off.

7.15 If non-bargaining unit personnel, who have previously worked in the bargaining unit, are transferred from a non-bargaining unit position to a bargaining unit job, they shall be entitled to credit for their full service with the Company including time worked outside the bargaining unit.

7.16 Those employees who, for purposes of employment, continuation of employment and promotion, have been given credit for service in Her Majesty's Forces, under the terms of the Agreement dated December 5th, 1952, or previous Agreements, shall retain such service.

SECTION 8

ADJUSTMENT OF DISPUTES

Union Representation

8.01 The Union shall be entitled to select Stewards and Chief Stewards for the departments and divisions as set out in Schedule "A" hereto.

8.02 Stewards and Chief Stewards shall, at the time of their appointment, have at least one (1) year of service. The Union shall advise the Company in writing of the names of all Stewards and Chief Stewards.

8.03 The Chief Stewards for each division, namely: Wire Mill and Mechanical, Galvanizing and Inspection, and Wire Processing, along with the Union President, shall constitute a Grievance Committee of four (4) members.

8.04 The duties of the Grievance Committee and the Stewards shall be to assist in adjusting disputes in accordance with the terms of this Agreement. The duties of Stewards shall be limited to the servicing of disputes arising from this Agreement in the department which each represents, while such disputes are being processed through Step N° 1.

The duties of Chief Stewards shall be limited to the division for which each is appointed, while such disputes are being processed through Steps N° 1 and N° 2 and, as members of the Grievance Committee, to the extent provided in this Agreement.

8.05 The Grievance Committee shall be afforded such time off as may be required for attendance at meetings with Management which the Union requests. Grievance Committee members will be paid at their average hourly rate earned during the preceding pay period for attendance at meetings held for the processing of grievances at Step N° 2 and N° 3, up to but not exceeding a period of eight (8) hours in any calendar month.

8.06 A representative of the Union shall obtain the permission of his Foreman before leaving his work to deal with a grievance. Such permission shall not be unreasonably withheld.

Grievance Procedure

8.07 Step N° 1

Any employee who believes that he has a justifiable grievance may discuss and attempt to settle it with his Foreman with or without a departmental Chief Steward or Steward being present, as the employee may elect. Grievances not adjusted in this way within four (4) working days may be appealed to Step N°2.

8.08 Step N° 2

Notice of appeal must be given to the Foreman by the Chief Steward or his Steward delegate of the department in which the dispute arose. Such notice shall consist of a written statement of the grievance in quadruplicate, containing particulars of the incident giving rise to the grievance and shall be signed by the aggrieved employee and dated as of the date of its submission. The General Foreman or his delegate shall meet with the Chief Steward or his Steward delegate, within seven (7) working days, to investigate the grievance and attempt to settle it. A written decision shall be given by the General Foreman or his delegate within five (5) working days after the date of such meeting. Grievances not adjusted in Step N° 2 may be appealed to Step N° 3.

8.09 Step N° 3

Notice of appeal must be given in writing within nine (9) working days from the date of the written decision of the General Foreman or his delegate, to the Works Industrial Relations representative. The Works Manager or his delegate shall meet with the Grievance Committee, which may be accompanied by an International Officer or a representative of the Union, within twenty-one (21) working days, to investigate the grievance and attempt to settle it. A written decision shall be given by the Works Manager or his delegate within fourteen (14) working days after the date of such meeting.

8.10 Except as otherwise provided, grievances must be presented in writing within nine (9) working days from the date of the incident giving rise to the grievance. Grievances which are not presented within the specified time limits may not be processed through the Grievance Procedure without the consent of the Company and in any event are not *arbitrable*.

8.11 A grievance not referred to the next step within the time allowed will be considered settled.

8.12 When an employee has been discharged, the Company will notify the Chief Steward of the division concerned within forty-eight (48) hours. A discharged employee may appeal the discharge to his Works Manager within three (3) working days. If a settlement is not reached, a grievance may be presented within five (5) working days at Step N°3.

8.13 (a) If the Company is alleged to have violated any provision of this Agreement and such violation: (1) affects more than one employee, or (2) affects the interests of the Union as a party to the Agreement, the Union may sign the statement of the grievance on behalf of the aggrieved employee or employees.

(b) Grievances that concern the interpretation, application or administration of the Manual may be initiated by the Union and shall be resolved in accordance with the provisions of this Section beginning at Step N° 2.

8.14 The Grievance and Arbitration Procedure may be invoked by the Company. Such grievances may be initiated by the Company as Step N° 3 of the Grievance Procedure by filing with the Chairman of the Grievance Committee. For such purposes, the provisions of this Section 8 shall be read and construed with necessary changes.

Arbitration

8.15 Grievances not adjusted in Step N° 3, relating to the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, may be referred to a Board of Arbitration, hereinafter called the Board, by notice in writing to the Works Manager within fifteen (15) working days from the date of his written decision. Such notices shall specify the Agreement clauses involved.

8.16 Within ten (10) days from the date on which the grievance is referred to arbitration, the Union shall notify the Company in writing of the appointment of a representative to the Board, and the Company shall, within five (5) days thereafter, notify the Union in writing of the appointment of a representative. No person shall be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.

8.17 The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

8.18 Where the representative of the Union has been appointed in accordance with **8.16** and the Company fails to appoint a representative as therein provided, or where the two representatives fail to agree upon a Chairman within the time specified, the appointment shall be made by the Minister of Labour for Quebec, upon the request of either Party.

8.19 The Board shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this Agreement, or to deal with wages except as provided in this Agreement, but, save as aforesaid, the decision of the Board or of a majority of the arbitrators shall be final and binding upon the Parties hereto and upon any employee or employees concerned. The Board may nevertheless decide whether or not retroactive wages are payable because an employee has been deprived of wages as a result of a violation of the Agreement by the Company and where such violation involves disciplinary action resulting in loss of wages, whether the disciplinary action should be modified if in the opinion of the Board the extent of the discipline is unreasonable in relation to the offence. Except as otherwise provided in the Agreement, the Board may not award retroactive pay for a period in excess of sixty (60) days immediately preceding the date of the written statement of the grievance provided at Step N° 2 of the Grievance Procedure.

8.20 In no event will retroactive pay be allowed in connection with the settlement of a grievance of an individual employee or a group of employees who, while the grievance is pending, engages in a work stoppage, strike, slowdown, **sitdown**, or any other interference with production or work.

8.21 The Union and the Company shall each pay one half of the remuneration and expenses of the Chairman of the Board, and save as aforesaid, shall each bear its own expenses of any such arbitration.

SECTION 9

STRIKES AND LOCKOUTS

9.01 There shall be no lockout by the Company and no interruption, work stoppage, strike, **sitdown**, slowdown, or any other interference with production by any employee or employees during the term of this Agreement.

9.02 Any employee who participates in any interruption, work stoppage, strike, **sitdown**, slowdown, or any other interference with production may be disciplined or discharged by the Company.

SECTION 10

VACATIONS

- 10.01** (a) An employee shall be entitled to an **annual** vacation with pay in accordance with the following schedule, on the basis of his service at July 1st, in each year:

One (1) year of service but less than five (5) years - two (2) weeks.

Five (5) years of service but less than nine (9) years -three (3) weeks.

Nine (9) years of service but less than fifteen (15) years - four (4) weeks.

Fifteen (15) years of service but less than twenty-two (22) years - five (5) weeks.

Twenty-two (22) years of service but less than thirty (30) years- six (6) weeks.

Thirty (30) years of service or more - seven (7) weeks.

- (b) An employee entitled to a minimum of three (3) week of vacations, may prevail himself with the option permitting him to sell to the Company if need be, his additional vacation entitlements at a rate of 65 % of their nominal value.

An employee with five (5) years of service but less than nine (9) years will be entitled to sell one (1) week.

An employee with nine (9) years of service but less than fifteen (15) years will be entitled to sell two (2) weeks.

An employee with fifteen (15) years of service but less than twenty-two (22) years will be entitled to sell three (3) weeks.

An employee with twenty-two (22) years of service but less than thirty (30) years will be entitled to sell four (4) weeks.

An employee with thirty (30) years of service or more will be entitled to sell five (5) weeks.

- (c) An employee with thirty (30) years or more of service shall be entitled to an annual extended vacation with pay of fifteen (15) weeks in accordance with provision of paragraph 10.01 (a), to be taken prior to his retirement date, less his vacation already consumed under this provision.

An employee with twenty-two (22) years or more of service will be allowed to accumulate up to eight (8) weeks of preretirement vacation.

10.02 For the purpose of this Section "Vacation Year" shall mean the year as defined in the letter concerning Vacation Pay.

- 10.03** (a) Except as provided in (b) hereof vacation pay for each week of vacation shall be established by multiplying the employee's average hourly earnings during the calendar quarter year immediately preceding the vacation by forty (40).

- (b) Vacation pay for each week of vacation shall be 2% of the employee's earnings during the vacation year, if the employee:

- 1. Has been on leave of absence for reasons other than disability or Union business directly related to the bargaining unit, for more than a combined total of 350 hours during the vacation year, or

2. has worked less than **1040** hours during the vacation year for any reason. Hours not worked during the vacation year while on Union business directly related to the bargaining unit shall be deemed to be hours worked for the purpose of this provision.

- 10.04** (a) An employee shall receive an additional payment equal to a percentage of the appropriate amount, as provided below, calculated under **10.03** in respect to the length of vacation he is entitled to under **10.01** (a), depending upon the month when each such week of his vacation entitlement is taken:
- (i) During the months of January, February, March, April, November, and December - **25%**.
 - (ii) During the months of May, June, July, August, September, and October - **20%**.
- (b) The appropriate payment as provided above for each such week of vacation entitlement will be determined on the basis of the month in which the first scheduled **day** of such week of vacation is taken.
- (c) Such additional payment shall not apply to vacation pay for extended vacations provided in **10.01** (c) and for additional vacations.
- (d) An employee shall be entitled to prevail himself with the option allowing him to take in time off in lieu of payment the **20 %** supplementary vacation provided that he informs of his decision before December **15** of each year.
- (e) An employee shall be allowed to take his vacations on a daily basis if possible having obtained prior **authorization** at least **48** hours before the scheduled date.

An employee under schedule T-168 may choose to take his vacations only on a 12 hours daily basis.

The vacation week shall extend from Monday to Sunday and shall be paid for a minimum of forty (40) hours.

10.05 An employee with three (3) months of service but less than one (1) year at July 1st shall be paid as vacation pay 4% of his earnings from the date of his employment to July 1st.

10.06 An employee whose employment is terminated shall be paid vacation pay in the amount of 2% of his earnings since the preceding July 1st in respect of each week of vacation to which he was entitled on such July 1st plus any payment to which he is entitled under Clause 10.04.

10.07 An employee may be scheduled for a week of vacation, commencing on any day of the last calendar week of December, even though such week of vacation may not terminate until after December 31st and providing that such week of vacation commences prior to January 1st.

Any employee scheduled for vacation in accordance with the above, will be considered as having been properly scheduled and paid for such week of vacation on the basis that the week of vacation will be considered for all purposes to be a week of vacation entitlement in the calendar year in which it commenced. In addition, hours not worked while on such week of vacation shall be deemed to be hours worked for the purpose of Clause 10.03 (b) 2.

10.08 The time at which the vacation of any employee shall be taken, shall be prescribed by the Company. When a department is completely shut down, all employees qualifying for vacations with pay normally will be required to take their vacations during the shutdown period. In cases where the length of the vacation is greater or less than the shutdown period, the Management will endeavour to make satisfactory arrangements.

SECTION 11

STATUTORY HOLIDAYS

11.01 All employees covered by the Basic Agreement will receive a day's pay (computed under the provisions of 11.03) for Christmas Day.

11.02 (a) An employee having at least thirty (30) days' service shall receive a special allowance for the day on which New Year's Day, Good Friday, Victoria Day, St&an-Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day and Boxing Day is celebrated, if he worked a full scheduled turn during the calendar month in which the statutory holiday occurs.

Days of scheduled vacation or days of temporary lay-off under 7.06, shall not be considered scheduled turns.

(b) One (1) Floating Holiday is added to the Statutory Holidays provided in 11.02 (a); such floating holiday is subject to the qualification stipulated in 11.02 (a) and scheduled in or around the Christmas - New Year's week. Prior to December 1st of each year, the Works Manager and Local Union President will endeavour to agree upon the date for the observance of such holiday. In the event that they are unable to reach agreement, the Plant Superintendent will designate the date which is to be observed.

11.03 The special allowance shall be computed by multiplying the number of hours regularly scheduled for a turn for an employee by his standard hourly rate.

The hours of the statutory holiday shall be the twenty-four (24) hour period following the commencement of the day turn on the holiday unless some other twenty-four (24) hour period is mutually agreed upon.

11.04 An employee who qualifies for the special allowance and is required to work on such holiday, shall not be entitled to such special allowance unless he reports for work accordingly and works the hours for which he is scheduled. If, however, the employee was prevented from so working by reason of a justifiable absence, as defined in the Letter of Agreement re: Employee Absences, he shall be entitled to the special allowance.

11.05 An employee who qualifies for the special allowance and is scheduled to work and works the hours for which he is scheduled on any such day, shall be credited for the time worked on such a day at his regular rate of pay, in addition to such special allowance. Hours worked by such an employee in excess of the standard working day on any such holiday shall be paid at the rate of double time. The special allowance shall be paid at 150 % of the regular rate provided that the employee has reached the required number of hours for the purposes of overtime computation.

11.06 For the purpose of 11.02 and 11.04 for a special allowance only, the Company will allow up to one (1) hour lateness per turn.

SECTION 12

BULLETIN BOARDS

12.01 The Union will be allowed space on bulletin boards furnished by the Company at different locations throughout the plant for the purpose of posting notices regarding meetings and matters pertaining only to the Union. Before posting, all notices shall be submitted to the Superintendent for approval.

SECTION 13

SAFETY AND HEALTH

13.01 (a) The Company and the Union agree to maintain the required health and safety standards for the prevention of occupational diseases and work accidents at the plant. For that purpose, Parties agree that their respective representatives must work in cooperation and in a responsible manner in order to promote health and safety at the plant.

(b) The Company and the Union agree to comply with the provisions of Federal and Quebec laws with respect to health and safety and/or environment, namely the 1978 Occupational Health and Safety Act, its regulations and amendments thereto.

13.02 The Works Health and Safety Committee shall consist of four (4) employees' representatives and of four (4) Management's representatives.

(a) The Health and Safety Committee shall meet each month to discuss any issue relating to employees' health and safety, and more specifically to discuss means of improving accident prevention programs in order to reduce the frequency and severity of accidents. The employees's representatives shall be paid at their regular hourly salary rate for attendance at these monthly meetings.

(b) The Parties recognise the importance to support the acquiring by employees of knowledge in the area of health and safety. The representatives of the Health and Safety Committee shall determine the employees' needs for training. The Committee shall favour joint training programs.

(c) An enquiry shall take place in the event of a lost time accident or of an accident that might have resulted in lost time, and such enquiry shall be attained by one (1) employees' representative.

(d) Management shall inform the Prevention representative when Industrial Hygiene readings will be taken in the plant. It shall forward to the representative the result of such readings as soon as possible.

13.03 An employee is entitled to one pair of safety shoes which shall be entirely paid by the Company. The employee obtains his safety shoes from the Company stores by turning in the worn out pair which becomes property of the Company. Nothing herein shall preclude an employee to purchase his safety shoes from an outside supplier. To be reimbursed, the employee must purchase, at a reasonable price, safety shoes which provide the level of protection required in his job and shall turn in the worn out shoes which shall be the property of the Company.

SECTION 14

LEAVE OF ABSENCE

14.01 An employee requesting a leave of absence shall apply to his Supervisor and if such leave is granted it shall be authorized in writing but shall not exceed one hundred and eighty (180) days, provided, however, that if an emergency arises which prevents the employee on leave from returning at the end of the leave granted, he may apply for an extension.

14.02 Upon written application to the General Superintendent, the Company will grant extended leave of absence, without pay, to not more than one member of the Union to enable him to attend to the affairs of the Union. During any such leave of absence all service rights shall be retained except that service rights shall not be counted for the period of such leave of absence. Any such leave of absence shall not exceed six (6) months and not more than two (2) leaves of absence shall be applied for or granted in any calendar year regardless of the duration thereof.

14.03 Upon written application to the General Superintendent at least two (2) weeks prior to the event, the Company will grant leave of absence to not more than two (2) employees from any one department to attend Union conferences and conventions.

SECTION 15

JURY SERVICE AND BEREAVEMENT PAY

15.01 The Company shall pay to any employee who may be required to serve as a juror or as a subpoenaed crown witness in any court of law in the County in which he resides, the difference, if any, between the amount paid to him for his jury or crown witness service and the amount he would have received for services normally rendered to the Company during the same period of time.

15.02 An employee shall be permitted time off from work up to a maximum of four (4) days for the purpose of arranging and attending the funeral of a member of his immediate family or, where he does not attend the funeral, one (1) day. Where any of such days fall on a scheduled working day for the employee, he shall be paid a bereavement allowance for each day equivalent to eight (8) times the average hourly rate earned by him in the preceding pay period.

Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law or brother-in-law, grandchildren, or, a common law spouse and mother, father, sister, or brother of such common law spouse, provided the employee has co-habitated with such spouse for three (3) or more years.

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

SECTION 16

TECHNOLOGICAL CHANGE

16.01 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.

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 provisions.

16.02 Definition

Technological change shall mean:

- (a) The automation of equipment, or
- (b) the introduction of new equipment, or
- (c) the replacement of existing equipment with new equipment, or
- (d) the mechanization or automation of duties, or
- (e) the replacement of an existing facility with a new facility, which produces the same or similar product, which directly results in the permanent displacement of an employee from a job. The subsequent permanent displacement of junior service employees by an employee directly displaced from a job in accordance with the above shall also be considered to be a direct displacement due to a technological change.

The displacement of an employee from a job as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment, resource depletion or product obsolescence or market shift which is not the cause or the result of a technological change, fault of the employee, or layoffs caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown, shall not be considered to be a technological change.

16.03 Eligibility

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

- (a) Have eighteen (18) or more months of service, and
- (b)
 - (i) be permanently displaced from a job to which he has been permanently appointed or permanently assigned, as a direct result of a technological change, or
 - (ii) be permanently displaced from a job which he held in accordance with the letter ~~re~~: Temporary vacancies, for a period of one year or more preceding such displacement, as a direct result of a technological change, and not return to the job which he previously held, and
- (c) have been assigned to the department in which such technological change displacement has occurred, for the three (3) month period immediately preceding such displacement, and
- (d) remain in the employment of the Company during the benefit period, and
- (e) accept the job with the highest rate of pay to which he is entitled and qualified to receive under the terms of the Basic Agreement during the benefit period and continue to accept assignment to any job with a higher rate of pay during the term of the benefit period.

16.04 Maintenance of Earnings Benefit

For each pay period during the Benefit Period to which an employee is entitled as provided in 16.05 below, an eligible employee will be paid a Maintenance of Earnings Benefit, calculated as follows:

- (1) A Maintenance of Earnings Benefit differential will be calculated which represents the difference between the Gross Hourly Rate of the job from which the employee was displaced as specified in 16.03 (b) above, and the Gross Hourly Rate of the job to which the employee is permanently assigned at the time of the displacement.
- (2) The Maintenance of Earnings Benefit differential will be applicable for each hour worked on a job during the pay period which carries a job class equal to or lower than the Gross Hourly Rate of the job to which the employee is permanently assigned as specified in (1) above.
- (3) In the event that an employee works on a job during the pay period which carries a higher Gross Hourly Rate than the Gross Hourly Rate of the job to which he is permanently assigned as specified in (1) above, the differential will be reduced by the difference between the Gross Hourly Rate of the job to which he is permanently assigned and any higher Gross Hourly Rate of a job on which the employee works in the pay period.
- (4) The Maintenance of Earnings Benefit will represent the total of the earnings calculated in accordance with (2) and (3) above plus the balance of the employee's actual earnings during the pay period.

- (5) The Gross Hourly Rate of the jobs specified in (1), (2) and (3) above shall include in addition to the applicable Standard Hourly Rate, any other hourly supplementary payments applicable for hours worked on such jobs. Where such supplementary payments are calculated and paid on a quarterly basis, the appropriate hourly differential payment for such hours worked shall continue to be paid on a quarterly basis. For the purposes of this provision, such hourly supplementary payments shall, where applicable, include Incentive Differential, the Supplementary Payment Plan, the L.E.W. Fund, and the Western Differential.

16.05 Duration

- (i) An eligible employee will be entitled to have his earnings maintained in accordance with 16.04 above for the greater of fifty-two (52) pay periods or four (4) pay periods for each year of Company service not to exceed one hundred and four (104) pay periods.
- (ii) An eligible employee who exhausts the one hundred and four (104) pay periods will further be entitled to have his earnings maintained for an additional twenty-six (26) pay periods at fifty (50%) percent of his applicable Maintenance of Earnings Benefit.
- (iii) The period of time during which an employee will be eligible to receive a Maintenance of Earnings Benefit will commence at the beginning of the pay period immediately following the pay period in which the employee became eligible and shall continue for each subsequent consecutive pay periods thereafter for the appropriate number of pay periods to which the employee is entitled as provided above.

- (iv) Any pay period, during the whole of which an employee is absent from work solely due to sickness or injury (as evidenced by a Doctor's certificate as required by the Company) and is not entitled to any payment from the Company during such pay period, shall, subject to the provisions of part (vi) below, not be counted and the benefit period shall continue for the remainder of its unexpired term commencing with the pay period in which the employee returns to work or would have returned to work following such sickness or injury, provided further that such employee remains in the employment of the Company. The day's pay to which an employee is entitled under the provisions of Clause 11.01 will not be considered as a payment of the Company for purposes of this paragraph.
- (v) Any pay period during which, either in whole or in part, an employee is absent from work for any reason other than sickness or injury, shall be considered as a part of the consecutive period of time.
- (vi) Any period during which an employee is absent from work due to sickness or injury shall be considered as a part of the consecutive period of time, where such employee had been absent from work for the entire twelve (12) months immediately preceding the time that he would have been displaced from the job as specified in 16.03 (b).

16.06 Payments made by the Company for Maintenance of Earnings Benefits shall be deducted by the Company from the funds in the Technological Change Account. No Benefits will be paid for any pay period in which the Company determines that the funds available in the Technological Change Account are insufficient to pay Benefits in that pay period.

16.07 Training

If an eligible employee requires training or retraining, the Company will offer such training or retraining under the provisions of the "Employee Training Programme" on a job in his department which would potentially provide as closely as possible the job classification level which he held before his displacement.

If the eligible employee requires training and requests same on a job other than the job designated by the Company, and such requested job would potentially provide as closely as possible the job classification level of the job designated by the Company, he may apply for such training under the provisions of the "Employee Training Programme".

In the event that the Company determines that the eligible employee requires training and a training opportunity as specified above does not exist within his department, the Company will, subject to operating requirements and the availability of training opportunities, retrain him for a job in another department which would potentially provide the job classification level which he held prior to his displacement. If the employee accepts such training in another department, he will be entitled to exercise his departmental service record for the purposes of applying for a permanent vacancy on such job. If he is appointed to the job in the new department, he will be transferred by the Company in accordance with the provisions of Clause 7.15 of the Basic Agreement. Any such training shall be carried out in accordance with the provisions of the "Employee Training Programme".

An employee displaced from a job in accordance with 16.03 (b) above will be given preferential consideration for a vacancy in a Trade or Craft Apprenticeship or Assigned Maintenance Training Program, provided that the employee has the pre-requisite qualifications as established by the Company.

For the purposes of this Clause 16.07, the provisions of the "Employee Training Programme" shall not apply during the period that an employee is entitled to a benefit under Clause 16.05 hereto.

- 16.08**
- (a) The Company will notify the Union in writing as soon as possible in advance of any technological change which may cause a displacement of employees from their jobs.
 - (b) There will be a Union Technological Change Committee not to exceed four (4) employees, one of whom will be the Union President or his delegate, the other three (3) employees as selected by the Union. The Company Committee will consist of the Works Manager and the Industrial Relations representative or their delegates and two (2) other delegates.
 - (c) Meetings between the two Committees will be convened once every three (3) months at a mutually convenient date and time and more frequently on urgent matters as may be requested by either party. Time spent at such meetings by employees on such Union Committee will be paid at their average hourly rate during the preceding pay period.
 - (d) The purpose of such meetings will be to review any technological change and matters which may arise out of such technological change as it applies to employees. In advance of such meetings, the Parties will establish an agenda of matters to be discussed.
 - (e) The Company will provide, as soon as practicable, the estimated time frame for the implementation of any technological change and will advise as to the number of employees potentially affected. Such estimates will be refined by the Company from time to time in subsequent meetings.

- (f) The Company will each year furnish the Union with a statement showing the net worth of the Technological Change Account and the amounts paid from the account during the preceding year.

SECTION 17

TERMINATION

17.01 This Agreement shall be in effect until July 31, 1996. Except for special provisions effecting employees hired since July 1, 1993, no provisions of this Agreement shall be subjected to retroactivity.

Unless written notice given before January 1, 1996, all parties agree to renounce to any work stoppage until the renewal of a new Basic Agreement retroactive to August 1, 1996.

17.02 Within one hundred and eighty (180) days of the ratification of this Agreement, copies of the Basic Agreement, Agreement for a Supplementary Unemployment Benefit Plan, Agreement for an Insurance Program and of the Agreement for a Pension Plan shall be remitted to each employee. The Company will assume all costs related to the printing of these copies.

Signed this 23rd day of September 1993

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| STELFIL LTÉE | For: THE UNION LOCAL N° 3258 UNITED STEELWORKERS OF AMERICA |
|----------------------------------------------------|-------------------------------------------------------------------|
| <u>B.M. Guay</u> General Manager - Stelfil Ltée | <u>L. DePalma</u> President |
| <u>E.G. Moreman</u> Production Manager | <u>C. Stabile</u> Vice-President |
| <u>R. Demers</u> Administration Manager | <u>D. Lalonde</u> Member |
| | <u>L. Lemay</u> Member |
| | <u>G. Turcotte</u> Member |
| | <u>Y. Clément</u> Representative |

STANDARD HOURLY WAGE SCALE

| Job Class | Appendix "B" August 1, 1993 |
|-----------|---------------------------------------|
| 1 | 17.260 |
| 2 | 17.457 |
| 3 | 17.654 |
| 4 | 17.851 |
| 5 | 18.048 |
| 6 | 18.245 |
| 7 | 18.442 |
| 8 | 18.639 |
| 9 | 18.836 |
| 10 | 19.033 |
| 11 | 19.230 |
| 12 | 19.427 |
| 13 | 19.624 |
| 14 | 19.821 |
| 15 | 20.018 |
| 16 | 20.215 |
| 17 | 20.412 |
| 18 | 20.609 |
| 19 | 20.806 |
| 20 | 21.003 |
| 21 | 21.200 |
| 22 | 21.397 |

APPENDIX "F"
SCHEDULE OF APPRENTICE TRAINING

| TRADE JOB CLASS | 1040 HOUR PERIODS | | | | | | | | | | | | | |
|-----------------------|-------------------|---|---|----------|----|----|-------|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | Job Classes | | | | | | | | | | | | | |
| 20 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 10 | 12 | 16 | 18 | 20 | |
| 19 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 9 | 11 | 15 | 17 | 19 | | |
| 18 | 1 | 2 | 3 | 4 | 5 | 6 | 8 | 10 | 14 | 16 | 18 | | | |
| 17 | 1 | 2 | 3 | 4 | 5 | 7 | 9 | 13 | 15 | 17 | | | | |
| 16 | 1 | 2 | 3 | 4 | 6 | 8 | 12 | 14 | 16 | | | | | |
| 15 | 1 | 2 | 3 | 5 | 7 | 11 | 13 | 15 | | | | | | |
| 14 | 1 | 2 | 4 | 6 | 10 | 12 | 14 | | | | | | | |
| 13 | 1 | 2 | 5 | 9 | 11 | 13 | | | | | | | | |
| | Apprentice | | | Improver | | | Trade | | | | | | | |

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APPENDIX "G" CLASSIFICATION WITH LEARNER RATES

STELFIL LTÉE

| Job N° | Plant Job Title | Factor 2 | Job Class | N° of Learner Periods | 1st 240 | 1st 520 | 2nd 520 | 3rd 520 | Refer to |
|-----------------------------------|------------------------------------------------------|----------|-----------|-----------------------|---------|---------|---------|---------|----------|
| Shipping | | | | | | | | | |
| | 71-568-3A Checker-Trucker | 8 | 9 | 1 | -- | 7 | -- | -- | Note 5 |
| 19 | Machine Shop | | | | | | | | |
| | 71-301-6A Lubrication Serviceman . . . | 4 | 8 | 1 | 6 | -- | -- | -- | -- |
| | -5 Millwright | 2.0 | 18 | 3 | -- | 10 | 12 | 14 | -- |
| Yard | | | | | | | | | |
| | 71-348-11 Utilityman - Waster Water System | 4 | 9 | 1 | 7 | -- | -- | -- | -- |
| Wire Processing (Bundling) | | | | | | | | | |
| | 71-130-3A Scrapper baller | 4 | 8 | 1 | 6 | -- | -- | -- | Gr., N5 |
| | -230-2 Wire Bundler | 4 | 5 | 0 | - | -- | -- | -- | -- |
| | -5 Whitacre Spooler (Special) | 4 | 6 | 1 | 4 | -- | -- | -- | Gr. |

| Job N° | Plant Job Title | Factor 2 | Job Class | N° of Learner Periods | 1st 240 | 1st 520 | 2nd 520 | 3rd 520 | Refer to |
|------------------------------------|-------------------------------------------------|----------|-----------|-----------------------|---------|---------|---------|---------|----------|
| Wire Processing (Stranding) | | | | | | | | | |
| 71-380-2 | Lift Truck Operator . . .4 | | 8 | 1 | 6 | — | — | -- | Gr-N5 |
| -6 | Operator Recoil & Davis 4 | | 5 | 1 | 3 | — | — | — | -- |
| -10 | Operator (Hvy. Strand) . . .8 | | 10 | 1 | -- | 8 | — | -- | -- |
| -11 | Spooler-Heavy stranding & staple machine4 | | 6 | 1 | 4 | -- | -- | -- | Gr. |
| 71-480-8 | Rewinder (Hay baler)4 | | 6 | 1 | 4 | — | -- | -- | -- |
| Wire Processing (Fence) | | | | | | | | | |
| 71-480-1 | Adjuster2.4 | | 12 | 3 | -- | 6 | 8 | 10 | -- |
| -6 | Oper. Farm Fence 1.2 | | 9 | 2 | -- | 5 | 7 | -- | Note 2 |
| -510-1 | Chain Link Job & Fence Packer4 | | 5 | 1 | 3 | -- | -- | -- | -- |
| -2 | Indust. Gate Frame Maker..... 1.2 | | 10 | 2 | -- | 6 | 8 | -- | -- |
| -3 | Gate Bender8 | | 8 | 1 | -- | 6 | -- | -- | -- |

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| Job N° | Plant Job Title | Factor 2 | Job Class | N° of Learner Periods | 1st 240 | 1st 520 | 2nd 520 | 3rd 520 | Refer to |
|----------------------------|-----------------------------------------------------------|----------|-----------|-----------------------|---------|---------|---------|---------|-------------|
| Wire Processing (Bundling) | | | | | | | | | |
| 71-530-7 | Operator set up man chain link Loom and barbed wire . 1.2 | | 11 | 2 | -- | 7 | 9 | -- | -- |
| Galvanizing | | | | | | | | | |
| 8 | 71-260-6 Operator Patenting Line . . .8 | | 10 | 1 | -- | a | --- | --- | Gr,N5 |
| | -300-1 Wiper Blocker - Int. Hot Galv8 | | 12 | 1 | -- | 10 | -- | -- | -- |
| | -2A Operator - Heavv Hot Galv8 | | 12 | 1 | -- | 10 | -- | -- | -- |
| | -4 Lift Truck Operator4 | | a | 1 | 6 | -- | -- | -- | Gr., Note 5 |
| | -5 Blocker - Heavy Hot Galv .4 | | 7 | 1 | 5 | -- | -- | -- | Note 7 |
| | -6 Reeler - Int. Hot Galv. (fireman) a | | 10 | 1 | -- | 8 | -- | -- | N 7, 8, Gr. |
| | -37A Reeler - Hvy Galv. (fireman)8 | | 10 | 1 | -- | 8 | -- | -- | N 7, 8 |

| Job N° | Plant Job Title | Factor 2 | Job Class | N° of Learner Periods | 1st 240 | 1st 520 | 2nd 520 | 3rd 520 | Refer to |
|-------------------------------------------|-----------------------------------------------------------|----------|-----------|-----------------------|---------|---------|---------|---------|----------|
| Galvanizing (cont'd) | | | | | | | | | |
| 64 | 71-320-2A Galv. Operator | | | | | | | | |
| | Electro #2 | 1.2 | 12 | 2 | -- | 8 | 10 | -- | Gr. |
| | -320-2B Galv. Operator | | | | | | | | |
| | Electro #1 | 1.2 | 12 | 2 | -- | 8 | 10 | -- | Gr. |
| | -320-6A Reeler-Blocker - | | | | | | | | |
| | Electro #1 | 8 | 10 | 1 | -- | 8 | -- | -- | N7, Gr. |
| | .7 Reeler-Blocker - | | | | | | | | |
| | Electra #2 | 8 | 10 | 1 | -- | 8 | -- | -- | N7, Gr. |
| | -371-1 Operator - Turkhead (Hvy. Cold Roll) | 8 | 10 | 1 | -- | a | -- | -- | |
| | -372-1 Operator - Cold Roll Tandem Mill (MRB No. 5) | 2.0 | 13 | 3 | | 7 | 9 | 11 | -- |
| -373-1 Utilityman - Waste Water System | 4 | 9 | 1 | 7 | -- | -- | -- | -- | |

| Job N° | Plant Job Title | Factor 2 | Job Class | N° of Learner Periods | 1st 240 | 1st 520 | 2nd 520 | 3rd 520 | Refer to |
|-------------------|------------------------------------------|----------|-----------|-----------------------|---------|---------|---------|---------|-------------|
| Wire Mill | | | | | | | | | |
| 71-101-4 | Die Ripper Finisher | .8 | 8 | 1 | -- | 6 | -- | -- | -- |
| -120-3 | Craneman-Stocker-New Rob Shed | .8 | 11 | 1 | -- | 9 | -- | -- | -- |
| -200-1 | Wire Drawer (Continuous) | .8 | 10 | 1 | -- | a | --- | --- | N 10 |
| -2 | Oper. Lift Truck | .4 | 8 | 1 | 6 | -- | -- | -- | Gr. Note 5 |
| -3 | Wire Drawer - Moto Blocks | .8 | 8 | 1 | -- | 6 | -- | -- | -- |
| -200-9 | Wire Mill Spare | 1.2 | 13 | 2 | -- | 9 | -- | -- | -- |
| -205-1 | Wire Drawer-Fine Continuous | a | 11 | 1 | -- | 8 | -- | -- | -- |
| -240-1 | Heavy Wire Cleaner .8 | | 10 | 1 | -- | | | | Gr. N5N1 |
| -250-1 | Operator - Annealers .8 | | 12 | 1 | -- | 10 | --- | -- | -- |
| Inspection | | | | | | | | | |
| 71-075-1 | Sr. Inspector Tester | 1.6 | 9 | 2 | -- | 5 | 9 | -- | Notes 6a,6b |
| -3 | Shipping Inspector | 1.2 | | 2 | -- | | | -- | Note 6a |
| -4 | Day Inspector-Tester..... | 1.6 | 10 | 2 | -- | 6 | 9 | -- | Note 6b |

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GROUPS:

This is applicable to all groups.
Hours worked on individual jobs within a group of jobs as identified in Appendix "G" of the Basic Agreement will be accumulated towards the learner periods for all jobs in that group.

NOTES:

- #1 "Lift truck operators" or "Heavy Wire Cleaners" or "Crane Operators" fully qualified to "Operator - Cleaner" will be granted a 240 hours credit on the learner period.
- #2 Fully qualified "Operator-Farm Fence" (n°7 or n°8) with two (2) years' experience to "Adjuster" does not require any learner period.
- #5 Fully qualified individuals within group n°5 going to "Checker-Trucker" (Shipping-J.C. 9) must complete additional 280 hours at Job Class 8.
- #6A Fully qualified "Inspector-Tester" with one (1) year's experience to "Shipping Inspector", one (1) learner period of 520 hours at Job Class 9.
- #6B Fully qualified "Inspector-Tester" with one (1) year's experience to "Day Inspector Tester", one (1) learner period of 520 hours at Job Class 9.
- #7 Fully qualified "Reeler-Int. Hot Galv. (Fireman)" and "Reeler-Heavy Galv. (Fireman)", to "Reeler-Blocker Electro-Galv. (n°1 or n°2) - no learner period required.

Fully qualified "Blocker-Hvy Galv." t o "Reeler-Blocker-Electra Galv." (n° 1 or n° 2) must complete an additional 120 hours at job class 8.

- #8 Fully qualified "Reeler-Electro-Galv. (n° 1 or n° 2) to "Reeler inter-Hot Galv. (Fireman)" or "Reeler Hvy. Galv. (Fireman)", must complete an additional 240 hours at Job Class 8.
- #10 From "Wire Drawer (continuous)" fully qualified to "Wire Drawer - Moto Blocks"- no learner period required.

APPENDIX "H"- STELFIL LTÉE

HOURS OF WORK

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| One Turn Operation | Double Turn | Triple Turn | Quadruple Turn |
|--------------------|---------------------------|--------------------------------------|---------------------------|
| (07h00-15h00) | (07h00-15h00;15h00-23h00) | (23h00-7h00;15h00-23h00;07h00-15h00) | (07h00-19h00;19h00-07h00) |
| 7h00-3h00 | 7h00-3h00; 3h00-11h00 | 11h00-7h00; 3h00-11h00; 7h00-3h00 | 7h00-7h00; 7h00-7h00 |

SCHEDULE "A"

STEWARDS

| Division | Chief Stewards | Stewards |
|------------------------------|-----------------------|-----------------|
| Mechanical Department | 1 | 6 |
| Wire Mill | | |
| Wire Processing | 1 | 6 |
| Shipping Yard | | |
| Galvanizing | 1 | 6 |
| Inspection-Metallurgical | | |
| TOTAL | 3 | 18 |

September 23, 1993

Mr. L. DePalma
President-Local 3258
United Steelworkers of America
Stelfil Ltée

ITEM 1

EMPLOYEE ABSENCES

It is understood that when an employee is absent from work it is the employee's obligation to notify the Company of such absence in advance of the start of the scheduled shift. Notification of an absence shall be given to the employee's foreman and in the event that the foreman is not readily available, notification shall be made to another designated person in the department. Such notification shall specify the nature, reasons, and expected duration for such absence.

It is an employee's obligation to justify each absence, which at the request of the Company, will require the employee to produce a doctor's certificate.

Failure to notify or justify any absence shall constitute an unjustifiable absence.

It is understood that this Letter of Agreement shall apply in all cases of absence including those absences specifically dealt with under various provisions of the Basic Agreement.

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for that year or twenty-five (25) cents, and shall be cumulative and not retroactive.

- (i) October 1993 compared to July 1993;
- (ii) January 1994 compared to October 1993;
- (iii) April 1994 compared to January 1994;
- (iv) July 1994 compared to April 1994;
- (v) October 1994 compared to July 1994;
- (vi) January 1995 compared to October 1994;
- (vii) April 1995 compared to January 1995;
- (viii) July 1995 compared to April 1995;
- (ix) October 1995 compared to July 1995;
- (x) January 1996 compared to October 1995;
- (xi) April 1996 compared to January 1996.

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3. Any increase in the cost-of-living allowance payable, as calculated above, shall be added to any cost-of-living allowance payable in the previous quarter.

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.

4. Payments of cost-of-living allowance to an employee shall not be included for purposes of calculating an employee's vacation and statutory holiday pay entitlement. Hours not worked by an employee, even though compensated in accordance with some provisions of the Agreement, and deemed to be hours worked for other purposes, shall not be considered to be hours worked under this provision. The cost-of-living allowance will be calculated quarterly in the middle of the month following the end of each quarter.
5. The Parties have the intention to roll-in the floating cost-of-living allowance to the Hourly Wage Scale, subject to the financial results of Stelfil Ltée during the term of the Agreement. This roll-in will be subjected to the financial results as described in the Income Sharing Plan (I.S.P.) of the Basic Agreement and identified in the new Letter of Agreement pertaining to the Income Sharing Plan for Bargaining Unit Employees.

Quarters in which Stelfil Ltée "Percentage of Net Return to Value Added" exceeds the target percentage of I.S.P. for that quarter, the cost associated with the roll-in of the floating cost-of-living allowance shall be deducted from the payment of the I.S.P. of that quarter and the floating cost-of-living shall be rolled-in to the Hourly Wage Scale.

If during the quarter the cost for the roll-in of the floating cost-of-living allowance exceeds the I.S.P. of the same quarter, the floating cost-of-living allowance shall be rolled-in to the extent that the roll-in cost may be compensated by the payment of the I.S.P. Any surplus of this amount shall continue to be paid as a floating cost-of-living allowance.

The floating cost-of-living allowance is defined as the amount of the payment of the cost-of-living allowance not rolled in the Hourly Wage Scale and payable for worked hours. It will not include paid hours for which the employee has not worked and will not be included for the calculation of the overtime to be paid.

Roll-in is defined as the amount of the payment of the cost-of-living allowance added to the Hourly Wage Scale.

6. The amount of the floating cost-of-living allowance accumulated during the term of this Agreement shall be rolled into the Hourly Wage Scale provided the next Basic Agreement is renewed on or before July 31, 1996.
7. 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 August 1, 1993 Index (1971 = 100 Base). No adjustment retroactive or otherwise shall be authorized following any correction to the published Index by Statistics Canada during the term of this Agreement.
8. Any decrease in the cost-of-living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in paragraph 2 shall reduce the net accumulated cost-of-living allowance, payable under paragraph 3 above, effective at the times specified in paragraph 2.

ITEM 3

EMPLOYEE TRAINING PROGRAM

The Company has always recognized the importance of providing training opportunities for employees so that they could improve their skills and advance to jobs of greater responsibility and higher pay.

Now, because of changing conditions, and in particular, changing technology, new approaches to and expansion of employee training are required. The Company has, therefore, agreed with the Union to expand and enlarge its efforts to provide training opportunities for employees so that they can equip themselves for advancement.

It is mutually recognized that there are many complicated practical problems involved and enlargement of training opportunities must, therefore, be approached on an experimental basis and on the understanding that certain procedures or methods may not work satisfactorily and might have to be changed from time to time, and others tried.

On this basis the Company has agreed with the Union to expand the scope of opportunities for training, and the Parties agree to co-operate to this end as follows:

Apprenticeship

If practical and subject to operational requirements, the training of journeymen through apprenticeship will be increased by enrolling additional apprentices in existing Apprentice Programmes.

Trade or Craft

The existing procedure is that trade or craft employees, other than graduates from the Apprentice Programmes, are required to take trade tests in all cases before being upgraded. It is agreed that henceforth the qualifications required for upgrading toward a higher rate will be determined by supervisory assessment. If supervision determines that the employee does not have the necessary qualifications for advancement, the results of the determination will be discussed with the employee and suggestions as to how qualifications might be improved will be made, and ways and means of carrying out such suggestions will be explored with the employee.

If the employee does not agree with the determination made, he may request and shall receive a trade test.

Production

The Company is prepared to increase training opportunities for employees in addition to the current normal training already being accomplished. Such training will take place as follows:

An employee who wishes to move to a different line of work within his own department may apply in writing to his Superintendent for the necessary elementary training. If the employee has the basic qualifications for such training, he will be accepted for training in order of seniority at such time as may be determined by the Superintendent. To the extent that it is practicable, the employee and the Chief Steward will be told when he might expect the training to commence. If he is successful in such training in a reasonable period of time his qualifications will be posted and he will return to his previous job pending a permanent vacancy.

Rates of pay for such training will be in accordance with the learner provisions of the Basic Agreement.

No employee will be trained for more than one job, but if after one year the employee has not been permanently assigned to the job for which he was trained, he may request to be trained for some other job or be given a refresher period on the original job. Similarly after an employee has been permanently assigned to a job for which he received training under these provisions he may request training for some other job after one year following his assignment.

If the employee is unsuccessful in such training, he may request to be trained in some other job in line with his qualifications.

Other Occupations

The Company will explore the possibilities of improving training opportunities for assigned maintenance, service groups and other occupations not specifically referred to in this programme.

Technological Change

Both Parties recognise the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of employees older in service who may be displaced from their jobs as a result of such change. If any such employee incurs any substantial loss of earnings because of lack of training, the Company will give special consideration to retraining him with a view to attaining as closely as possible the job classification level which he held before displacement.

Outside Educational Courses - Tuition Reimbursement Programme

The Company proposes to increase its promotion of this programme whereby employees are encouraged to improve their vocational development in the Company through educational courses. Where the employee attends such a course with the advance approval by the Company, he will be reimbursed to the extent of one half of the regular tuition fees upon evidence that he has satisfactorily completed the course. Where the Company instructs the employee to take a course as part of his job duties, all expenses will be paid by the Company.

Extension courses offered by accredited universities, high schools, technical training centres, and professional associations are eligible. To be approved by the Company, the course must be of a type that can reasonably be expected to improve the performance and development of employees in relation to their careers in the Company but is not required to be wholly vocational.

Governmental Training Assistance and Educational Programmes

The Company will explore the feasibility of providing programmes of instruction to facilitate any required upgrading of basic educational qualifications. Various levels of government have in recent years increasingly concerned themselves with industrial training. The Company commits itself to investigating the various training facilities of the Provincial and Federal Departments to the extent that is practicable.

Conclusion

In view of the experimental nature of this programme, it is understood that it does not constitute part of the Basic Agreement. While differences of opinion and mutual problems will be discussed by the Company with the representatives of the Union from time to time, at the request of either Party, it is agreed that nothing herein shall be subject to the Grievance Procedure nor shall it be arbitrable.

The Company commits itself in good faith to endeavour to solve the many complex problems of training. While this programme is to be regarded as experimental and thus subject to change as the result of experience, it is understood that such portions as may be found to be practicable and mutually acceptable will be incorporated in the next and subsequent Basic Agreements.

ITEM 4

VACATION PAY

The term "Calendar quarter year" which is used in Clause 10.03 (a) shall mean the periods of time outlined below:

| Calendar Year | Calendar Quarter | Period of Time |
|----------------------|-------------------------|----------------------------------------------|
| 1993 | Third Quarter | From June 25, 1993 to September 30, 1993 |
| | Fourth Quarter | From October 1, 1993 to December 23, 1993 |
| 1994 | First Quarter | From December 24, 1993 to March 31, 1994 |
| | Second Quarter | From April 1, 1994 to June 23, 1994 |
| | Third Quarter | From June 24, 1994 to September 29, 1994 |
| | Fourth Quarter | From September 30, 1994 to December 22, 1994 |
| 1995 | First Quarter | From December 23, 1994 to March 30, 1995 |
| | Second Quarter | From March 31, 1995 to June 22, 1995 |
| | Third Quarter | From June 23, 1995 to September 28, 1995 |
| | Fourth Quarter | From September 29, 1995 to December 21, 1995 |

| Calendar Year | Calendar Quarter Year | Period of Time |
|---------------|-----------------------|----------------------------------------------|
| 1996 | First Quarter | From December 22, 1995 to March 28, 1996 |
| | Second Quarter | From March 29, 1996 to June 20, 1996 |
| | Third Quarter | From June 21, 1996 to September 26, 1996 |
| | Fourth Quarter | From September 27, 1996 to December 19, 1996 |

The term "Vacation year" which is used in Clause 10.03 (b) shall mean the periods of time outlined below:

| Vacation Year | Period of Time |
|---------------|--------------------------------|
| 1994 | June 25, 1993 to June 23, 1994 |
| 1995 | June 24, 1994 to June 22, 1995 |
| 1996 | June 23, 1995 to June 20, 1996 |

Nothing in this Letter shall affect any employee's vacation entitlement which is determined under Clause 10.01 of the Basic Agreement.

It is understood that in the event that the above dates are changed as a result of any changes to the payroll system this Item will be amended accordingly. At that time the Company will meet with the Union to discuss such changes.

ITEM 5

TOOL ALLOWANCE

The Company will pay fifty (50) percent of the cost of those tools required by an apprentice **enroled** in a Trade or Craft Apprenticeship Course and an employee receiving training under an Assigned Maintenance Training Programme, where the total cost of such tools equals or exceeds one hundred and fifty dollars (150\$).

The Company will also pay fifty (50) percent of the cost of a required tool which is broken in the performance of normal duties by a Trade and Craft or Assigned Maintenance employee where the total cost of the tools required by such employee equals or exceeds one hundred and fifty dollars (150\$) and where the cost of the **broken tools exceeds ten dollars (10\$) up to a total annual cost of fifty dollars (50\$)**. The broken tool must be submitted at the time the employee obtains a replacement tool.

Where, in accordance with the above provisions, the Company requires an employee to purchase metric tools, the Company agrees to **subsidize** the cost of such tools less any government rebate to which the employee may be entitled.

The Company will determine, select, order, and make available as it considers necessary, such tools for purchase by Trade and Craft and Assigned Maintenance employees.

ITEM 6

STUDENTS

Notwithstanding the provisions of Section 7 of the Basic Agreement, students will not acquire service and may be terminated by the Company at any time. It is agreed that the termination of a student will not be subject to the **grievance and arbitration procedures**. In addition, students will not be eligible to participate in the Group Insurance Program.

ITEM 7

SUPPLEMENTARY PAYMENT PLAN

The Company will establish a Supplementary Payment Plan (hereinafter referred to as the Plan) calculated and paid in accordance with the following:

- I. Attached hereto as Appendix "A" is a cent per job class scale which will be applicable for payment to all **jobs on** which an "Incentive Differential" is not applicable. This rate scale shall be called the "full scale".
- II. Subject to Item VII, Plan payments will be paid **by the middle of the month immediately** following the end of each of the following quarterly periods.

| Quarterly Period | Paid During Month Of |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| August 1, 1993 to September 30, 1993 | October 1993 |
| October 1, 1993 to December 23, 1993 December 24, 1993 to March 31, 1994 April 1, 1994 to June 23, 1994 June 24, 1994 to September 29, 1994 | January 1994 April 1994 July 1994 October 1994 |
| September 30, 1994 to December 22, 1994 December 23, 1994 to March 30, 1994 March 31, 1995 to June 22, 1995 June 23, 1995 to September 28, 1995 | January 1995 April 1995 July 1995 October 1995 |
| September 29, 1995 to December 21, 1995 December 22, 1995 to March 28, 1996 March 29, 1996 to June 20, 1996 June 21, 1996 to July 31, 1996 | January 1996 April 1996 July 1996 August 1996 |

It is understood that in the event that the above dates are changed as a result of any changes to the payroll system, this Item will be amended accordingly. At that time the Company will meet with the Union to discuss such changes.

- III. An employee will be eligible to participate in the Plan:
- (a) Effective on the day following the date he completes his probationary period, as specified in the Basic Agreement, and

(b) provided the employee is on the payroll of the Company on the last day of the quarterly period for which the Bonus is calculated as provided in Item II above, except that an employee whose employment is or was terminated before such date for any of the following reasons shall be considered eligible during the quarterly period in which such termination occurs:

1) Retirement on a pension under the provisions of the Pension Plan Agreement;

2) Death;

3) Laid off for lack of work as provided under Clause 7.03 (c) of the Basic Agreement, in which event, the employee shall be paid the Plan payment on the first regular Plan payment date following the date of his return to work after recall as provided in the Basic Agreement. If the former employee fails to return to work within the period specified in the Basic Agreement or ceases to be entitled to recall, he shall forfeit his entitlement to such Plan payment.

IV. The rate applicable under the Plan shall be paid for all **hours worked** by an employee but **shall** not be increased by reason of **having** been earned in overtime. Hours not worked, even though compensated in accordance with specific provisions of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Plan.

V. Payments made to an employee under this Plan shall be included for purposes of calculating an employee's vacation and statutory holiday pay entitlement.

VI. The Company and the Union have agreed that all employees will be expected to perform their work duties to the full scope of the job, including all the inherent functions which may not be specifically described. As an example of the above, employees will perform those job duties which may be required in order to expedite any given production, repair or maintenance assignment, providing the employee has the qualifications to perform these duties.

In the event that any question arises as to the application and interpretation of this Item, such question will be the subject of discussion between the Superintendent of Industrial Relations and the President of the Local Union or their respective delegates.

- VII. (a) It is understood and agreed that any employee eligible under the provisions of this Plan who participates in a strike, shall forfeit, the greater of any entitlement to payment from the date of his participation to the end of such quarterly period or the entitlement to payment for the last two pay periods in such quarterly period.
- (b) Participation in a strike continuing into the next quarterly period will result in the further application of paragraph (a) above.

VIII. It is understood and agreed that the Basic Agreement shall be read and construed with the necessary changes so as to give full effect to the provisions of this Plan and in the event of any conflict, the provisions of this Plan shall govern.

Job Class

Appendix "A"
"Full Scale"

| | |
|----|------|
| | 15.0 |
| 2 | 15.0 |
| 3 | 15.0 |
| 4 | 16.0 |
| 5 | 19.0 |
| 6 | 22.8 |
| 7 | 26.6 |
| 8 | 30.4 |
| 9 | 34.2 |
| 10 | 38.0 |
| 11 | 41.8 |
| 12 | 45.6 |
| 13 | 49.4 |
| 14 | 53.2 |
| 15 | 57.0 |
| 16 | 60.8 |
| 17 | 64.6 |
| 18 | 68.4 |
| 19 | 72.2 |
| 20 | 76.0 |
| 21 | 79.8 |
| 22 | 83.6 |

ITEM 8

FAILURE TO PUNCH

The deduction from an employee's pay for failure to record time in or out of the plant will be a fifteen (15) minute deduction.

The existing Company rule regarding application of this deduction will remain unchanged.

ITEM 9

INTERPRETATION OF CLAUSE 7.03

The Company and the Union have agreed as follows:

1. The service and employment of an employee who is absent from work due to a disability, regardless of whether it is compensable under the Workmen's Compensation Act or not, will be terminated in accordance with Clause 7.03(c) when he is laid off for lack of work.
2. Such former employee will be entitled to recall in accordance with Clause 7.10 and if so recalled, will be deemed to be rehired provided that if he is unable to report for work within the prescribed period due solely to being disabled with the same disability which he was suffering at the date of his lay-off and termination as provided in paragraph one (1) above, and
 - (a) if such disability is compensable under the Workmen's Compensation Act, for the period in respect of which weekly compensation payments are made under the said Act and providing he has not been so disabled for more than twelve (12) consecutive months since the month in which such disability began, and

- (b) if such disability is not compensable under the Workmen's Compensation Act, for the period in respect of which he is eligible for weekly indemnity benefits under the Group Insurance Program for such disability.
3. A former employee who is deemed to be recalled and rehired in accordance with the above provisions, will be deemed to be an employee for all purposes of the Agreement for an Insurance Program and the Agreement for a Pension Plan.

ITEM 10

CONTRACTING OUT

The Company and the Union agree to meet quarterly, or more often if required, to discuss issues of mutual concern relative to contract work.

The Union will be represented by the Union President and one other official representative and the Company will be represented by the Plant Manager and the Industrial Relations representative. The purpose of these meetings will be to discuss and review the **utilization** of contract work with a view to ensuring that any change beyond current and/or traditional contract work for the existing facilities in the plant is reviewed by the Parties.

In the event that the Company intends to let a new contract for a major repair, or for a major construction project, or for an annual service, the Company will advise the President of the Union **thirty (30)** days or more in advance of the awarding of any such contract and, if so requested, convene a meeting of the Parties. The purpose of such meeting will be to discuss and review with the Union the particulars of the contracting out situation as follows:

1. Location of the contract work.
2. Type of contract work.

3. Estimated duration of work.
4. Trades or occupations to be involved.
5. Anticipated utilization of Bargaining Unit forces either in conjunction with or peripheral to the contract work to be performed.
6. The Company's reasons for contracting the work, including but not limited to such considerations as:
 - (a) effect on operations if construction or maintenance work is not completed on time;
 - (b) economic and financial rationale;
 - (c) minimizing potential fluctuations in the levels of the bargaining unit work force;
 - (d) the building of and start-up of a new production facility or operation.

The Union may make recommendations with respect to the above matters and any such suggestions will be considered by the Company. Following such consideration, the Company will review its decision regarding the awarding of the contract with the President of the Union.

In addition to the above, the President of the Union may, at any time, discuss as necessary with the Plant Manager questions relative to contract work for the purpose of clarification.

In the event that an employee is laid off from work in accordance with the provisions of the Basic Agreement, the Company, subsequent to such layoff and while such employee is entitled to recall, will not contract out work which such former employee performed or is qualified to **perform under the provisions of Clause 7.05. This** provision will only apply to employees who are on the Payroll of the Company as of March 31, 1987 unless it is extended to other employees by mutual consent of the Parties.

ITEM 11

VACATION SCHEDULING

The Company recognizes the desirability of scheduling vacations during the summer months of the year and the objective will be to schedule as many weeks of vacation as practical during summer months. Consequently, a Temporary Hiring Program, similar to the one established in 1992, will be considered and reactivated if needed.

The number of vacation weeks to be scheduled, business conditions, and the availability of qualified employees for vacation relief are factors which must be considered in establishing vacation schedules.

The Company, however, will schedule two weeks' vacation entitlements during the period which will commence with the beginning of the second week of June and will end with the ending of the fourth week of September for all employees having five years' service or more. If it is practical to improve upon this schedule, the Company will do so. If conditions beyond the Company's control prevent it from carrying out this commitment, the Company will discuss the matter with the Union with the objective of working out suitable alternative arrangements..

ITEM 12

TEMPORARY VACANCIES

At the beginning of each year, the Company agrees to post all vacancies requiring a replacement for a period of more than thirty (30) days.

The vacancy shall be filled for its term in accordance with 7.09 and the so appointed employee shall fill said job in accordance with 7.05 for the entire current civil year each time such replacement will be necessary. However, when an employee shall have recall rights for this department, he will be required to report to said department even in the case of temporary replacement, and this for the entire civil year.

ITEM 13

SAFETY AND HEALTH

In addition to the provisions of Section 13 of the Basic Agreement, the Company, in order to recognize the Union's desire to participate more actively in matters of Safety and Health, agrees to discuss problems which arise in connection with such Safety and Health matters as follows:

- The Company will recognize, for each of the Works, a Committee of three (3) Union representatives.
- Meetings of not more than three (3) Management representatives, one of which shall be the Works Superintendent or his representative and not more than three (3) members of the Union Safety Committee will be held on request of the Union every month to discuss problems which arise in connection with Safety and Health matters. An agenda for the meeting will be submitted to the Works Superintendent at least one (1) week in advance of the meeting date. The agenda may include matters pertaining to:
 - (a) inspection tours;
 - (b) ways and means of improving accident prevention programs so as to reduce accident frequency and severity;
 - (c) data gathered by Company personnel relative to in-plant Air and Water Quality Control and Employee Health Monitoring and Surveillance.

A representative of the Union Health and Safety Committee and a Company representative of the Committee will arrange to conduct an inspection tour of the plant or a part thereof at a mutually convenient time, not more often than once a month. A report of the tour will be prepared by the Company representative prior to being sent to the Union Committee. Matters arising out of such reports may be the subject of discussion at the monthly meetings.

Minutes of the monthly meetings will be prepared by the Company and forwarded to the Union Committee.

Time spent by members of the Union Health and Safety Committee in the performance of the functions set out above will be deemed to be time worked and will be paid according to the provisions of the Agreement.

Results of medical examinations will be made available to an employee's family physician at the request of the employee.

ITEM 14

OVERTIME LUNCH ALLOWANCE

An employee who works overtime three (3) hours or more immediately after having worked a regularly scheduled eight (8) hour shift and had not been notified before reporting for work on the shift that such overtime would be required, will be provided with a lunch or if a lunch is not provided then a lunch allowance of four (4) dollars. Subject to the needs of particular operations, he will be granted a reasonable time not to exceed thirty (30) minutes to eat lunch.

ITEM 15

RELOCATION OF OPERATING DEPARTMENTS - QUEBEC

In the event of a relocation of an operating department from one Works to another within the Company's fabricating plants in Quebec, the Company will meet with a Committee representing the Executive of the Union in order to review the status of the employees affected and to consider any foreseeable problem which may arise. It is understood, however, that such meetings are not intended to interfere with the established collective Bargaining Procedures, the Grievance Procedure or other established procedures for administration of the Basic Agreement as they may apply to the employees affected.

ITEM 16

CLAUSE 7.07

The Company and the Union have agreed that when an employee has exercised his entitlement to all of the provisions of Clause 7.07 and would otherwise be laid off work, such employee will be entitled to be considered for assignment to a job as follows:

- (a) The job held by the most junior service employee in the plant who is junior in service to such employee specified above provided such job is job class 13 or less. For the application of this procedure, the senior employee shall be automatically assigned to the job with the higher rate class.
- (b) provided that such employee has the basic knowledge to absorb the necessary training so as to become qualified to perform such job within a six (6) week period, in which event,
- (c) the Company will not apply the provisions of Clause 7.05(b) when assigning such employee to such job.
- (d) No employee having reached the full wage rate (100 %) can be laid off as long as there is employees hired at reduced rate, except for trade jobs.

In case of recall,

No trade job employee having not reach the full wage rate (100 %) can obtain a production related job over an ex-employee having more seniority.

ITEM 17

SINGLE ARBITRATOR

The Company and the Union hereby agree to the following:

- 1) Grievances pertaining to discipline and discharge will be heard by a single arbitrator unless otherwise mutually agreed to by the Parties. Such arbitrator shall be selected from the list of arbitrators hereunder.
- 2) The Parties will meet to discuss other than discipline and discharge cases referred to arbitration to decide which such cases are appropriate to be heard by a single arbitrator. When it is agreed that such a grievance is suitable to be heard by a single arbitrator, the arbitrator will be selected from the list of arbitrators hereunder.
- 3) It is understood that Section 8 of the Basic Agreement will be read and construed with all the necessary changes in the event that a single arbitrator is agreed upon in any case.

List of arbitrators: André Bergeron
Guy Dulude
Marc Gravel
To be determined

ITEM 18

SPECIAL LEAVE OF ABSENCE

An employee with ten (10) years or more of service, at the time that vacations are being scheduled for the following year, may apply once for a special leave of absence up to 270 days, under the following conditions:

1. The employee's leave of absence must be taken in conjunction with the employee's remaining vacation entitlement in excess of two weeks vacation. An employee may request that the leave of absence be taken in conjunction with full vacation entitlement and,
2. The employee must apply in writing to the Works Superintendent, on the form provided by the Company for this purpose.

It is understood that the granting and scheduling of such special leave of absence will be subject to the needs of particular operations. It is also understood that nothing herein shall preclude an employee's entitlement to request a leave of absence under the provisions of Section 14.

ITEM 19

MAJOR TECHNOLOGICAL CHANGE

In the event that any major technological change which will affect a substantial number of employees is introduced during the term of this Agreement, the Company will meet with the Union six (6) months in advance of such implementation so as to review the application of the Technological Change Program with respect to the affected employees.

To this end, it is proposed that a Committee be established when required so as to ensure an equitable administration of the Technological Change Program under such circumstances. It is acknowledged that such Committee will have the authority to amend by mutual agreement of the Committee, where appropriate, the eligibility provisions provided for in Section 16 and specifically Clause 16.03. In this regard, the Committee will consider the eligibility of employees who have been regularly performing jobs which are eliminated due to a technological change but who are not permanent incumbents of such jobs. For this purpose, an employee who had worked on such job(s) for at least 1040 hours during the year immediately preceding such elimination will be considered for an appropriate

ITEM 20

EDUCATION FUND

A fund will be established to assist all employees who wish to improve their education through attendance at seminars, school classes or such other training programs as may enhance the development and performance of the employee.

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

The Company will contribute 0.02\$ per hour worked to the Education Fund and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premiums hours. Hours not worked, even though compensated in accordance with specific provisions of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year as specified in the Letter of Agreement entitled "Vacation Pay".

It is clearly understood that this Fund is strictly an education fund, to be utilized only for the education of employees in accordance with the general purposes as outlined above. If it is determined by the Company that this Fund is not being utilized in the agreed upon manner, the Company may withhold contributions to the Fund until it is satisfied that the Fund is being properly utilized. In the event that the Company does decide to withhold any contributions for this reason, the Union may appeal the decision of the Company through the grievance and arbitration provisions of this Agreement.

Contributions of the Company towards the fund for **Stelfil Ltée** will be remitted to the designated Union officer from such local Union.

ITEM 21

FLOATING HOLIDAY

The Company and the Union have agreed that notwithstanding the provisions of Clause 11.02(b) of the Basic Agreement, the annual Floating Holiday will be observed on the following dates:

For 1, 2 or 3 shifts operations, the day following New Year or the first scheduled day of work.

For employees affected by the T-168 schedule, to be determined based on activities.

ITEM 22

SUNDAY PREMIUM

Any employee who is scheduled to work on continuous operations and is not paid overtime for Saturday and Sunday as such will be entitled to payment of Sunday Premium at the rate of \$.25 per hour.

ITEM 23

CLAUSE 5.04

Clause 5.04 shall be interpreted, when Clause 5.09 is applicable, to provide that an employee will not cease work until relieved on his job except that in the event such employee has already completed eight (8) hours of scheduled overtime, he will not be compelled to work more than two (2) hours additional overtime.

Clause 5.04 shall be interpreted, when Clause 5.10 is applicable, to provide that an employee will not cease work until relieved on his job except that such employee will not be compelled to work more than two (2) hours beyond his quitting time of any scheduled shift.

This Clause applies to the following jobs:

| | |
|------------|---------------------------------|
| 71-200-2 | Operator Lift Truck - Wire Mill |
| 71-240-1 | Heavy Wire Cleaner |
| 71-260-6 | Operator Patenting Line |
| 71-270-1 | Operator Oil Temper |
| 71-300-1 | Wiper Blocker - Int. Hot Galv. |
| 71-300-2A | Operator - Heavy Hot Galv. |
| 71-300-4 | Lift Truck Operator |
| 71-300-5 | Blocker - Heavy Hot Galv. |
| 71-300-6 | Reeler - Int. Hot Galv. |
| 71-300-37A | Reeler - Heavy Galv. |
| 71-320-2A | Galv. Operator Electro #2 |
| 71-320-2B | Galv. Operator Electro #1 |
| 71-320-7 | Reefer-Blocker - Electro #2 |
| 71-320-6A | Reeler-Blocker - Electro #1 |

ITEM 24

MULTIPLE ASSIGNMENTS

In accordance with the provisions of Clause 6.28 of the Basic Agreement between the Parties dated as of the date of this Letter, it is agreed that the total number of multiple assignments in effect at any one time shall not, except with the consent of the Union, exceed three (3). Of this number, the multiple assignments in effect as of the date hereof, are as follows:

| | | |
|---------|----------|-----------------------------------------------|
| Job "M" | 71-240-1 | Heavy Wire Cleaner - Job Class 8 |
| | 71-200-2 | Operator Lift Truck - Job Class 8 |
| Job "P" | 71-373-1 | Utilityman - Waste Water System - Job Class 9 |
| | 71-300-9 | Labourer - Job Class 2 |

It is understood that the Company may add other multiple assignments up to the number prescribed above. It is also understood that if the Company cancels any multiple assignment because of the change or discontinuance of the conditions under which it was established, or by mutual agreement under the provisions of Clause 6.28, a new multiple assignment may be substituted. The addition or substitution of any multiple assignment shall be conditional upon prior discussion with the Union and upon the new multiple assignment being consistent with and conforming to the following principles, i.e., that an employee is regularly required to perform work covered by more than one job description or by more than one job classification daily or throughout the week.

It is further understood that a multiple assignment shall be subject to the provisions of Section 7 of the Basic Agreement.

The above confirms our agreement regarding multiple assignment.

ITEM 25

DISTRIBUTION OF DEPARTMENTS RELATIVE TO THE APPLICATION OF SECTION 7.

- Mechanical Department
- Yard
- Wire Mill (incl. Annealers and Cone Machines)
- Wire Processing (incl. Bundling, Fence and Scrap Handling)
- Shipping
- Galvanizing (incl. Flatteners, Oil Temper and Patenting)
- Inspection - Metallurgical

ITEM 26

TEMPORARY ASSIGNMENTS RESULTING FROM OPERATIONS TEMPORARY FLUCTUATIONS

Both Parties recognize that there are situations when an employee may not be required to work on his job for periods of less than thirty (30) days during which it is not practical to apply the provisions of Clause 7.07.

In such cases, an employee who is not required to work on his job (hereinafter called an "Affected Employee") will be reassigned by the Company to any temporary vacancy caused by an employee's absence which is expected to last less than thirty (30) days, or to a job required by the Company to be performed caused by a temporary increase in level of operations when such increase is expected to last less than thirty (30) days. It is understood that the provisions of Clauses 7.09 and 7.13 shall not apply to the filling of any such temporary vacancy.

An affected employee will be reassigned to any available job as specified above, subject to 7.05, in the following order:

- a) the available job with the highest classification in his department on which work is required by the Company, or
- b) the available job with the highest classification in any other department on which work is required by the Company.

Should the most senior Affected Employee not wish to be reassigned to the available job with the highest classification within his department, and there is another available job within his department, he must sign a waiver and such waiver will remain in effect for the duration that the Affected Employee is not required on his job.

It is understood that the Company will not apply the provisions of Clause 7.05(b) when reassigning such Affected Employee to any one of the following jobs if such jobs are available during the applicable period.

Job Title

Bundler - Wire
Whitacre Spooler
Recoiler
Davis Take-up
Rebar Wire
Hay Baler Operator
Staple Packer
Railway, Lawn & Farm Gate Maker
Chain Link & Fence Packer
Pipe Cutter
Chain Link & Sq. Mesh Gate Ass.

It is further understood that the provisions of Clause 7.07 will be applied as soon as reasonably possible to an Affected Employee in the event that there are no available jobs required to be performed by the Company within the applicable thirty (30) day period or when the thirty (30) day period expires, provided however that such thirty (30) day period may be extended by mutual agreement of the Parties,

An affected employee will be paid in accordance with Clause 6.48 and the learner rate provisions of the Basic Agreement for the duration of his assignment under the provisions of this letter.

The Company will meet with the Union representatives concerned to discuss reassignments contemplated under the terms of this Letter of Agreement.

It is further agreed that this Letter of Agreement will be implemented as of November 15th, 1990 on a trial basis. Should difficulties arise in its application, the Parties may meet to discuss and attempt to resolve such difficulties.

This Letter of Agreement may be terminated by either Party at any time upon thirty (30) days written notice.

ITEM 27

JOINT EMPLOYEE REFERRAL PROGRAM

The Parties recognize that our organization's most important assets are employees, and that human problems have the potential of being successfully addressed, provided that they are identified in their early stages and an individual effort is made to obtain assistance from an appropriate resource. Whether alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict or other concerns, these are human problems which may have a profound impact upon the lives of employees affected, their families, and their job performance.

The Union and the Company wish to foster and maintain an attitude of assistance towards such problems when encountered by an employee, or member of his /her immediate family. Therefore, the Parties agree to establish and maintain an employee assistance program designed to:

1. Prevent or resolve personal, social or health problems which may have a negative impact on work performance.
2. Enable employees to improve their quality of life, and
3. Assist troubled employees in arranging for appropriate outside resources.

The Parties agree to form a Joint E.R.P. Committee with balanced representation, and with the authority to implement, administer and monitor the E.R.P. within the following parameters:

An employee will be able to participate in the E.R.P. on a confidential basis. With the exception of general information demonstrating the existence of availability of an E.R.P., an employee's participation will not be referred to by either Party in an arbitration proceeding relating to discipline. An individual who participates in the administration of the E.R.P. shall not be used by either Party as a witness with respect to an employee's involvement in the E.R.P.

The Company will make every reasonable effort to facilitate an employee's participation in the E.R.P., including attendance at a counselling or treatment program to which such employee has been referred under the E.R.P.

The E.R.P. Committee shall not discuss individual cases nor shall it have access to information regarding an individual case.

Each participant in the E.R.P. holds particular rights and responsibilities related to the Program. An employee who participates in the program is entitled to maintain his privacy. All actions required in the administration of the Program will be performed in a manner which will maintain a high level of confidentiality and respect for privacy. An employee's participation, in itself, shall not jeopardize job security and/or create discrimination in promotional opportunities. A participant is responsible for his rehabilitation, with the E.R.P. providing assistance only. He must decide on the nature and extent of the treatment program and will not hold the Company or the Union liable for the treatment results or for any matter arising out of the E.R.P. It is recognized that any participation in the Program is voluntary.

Nothing in this Agreement prohibits the Company from disciplining any employee notwithstanding that such employee is participating, has participated or intends to participate in the E.R.P. The Company maintains the right to establish standards of performance and to administer and exercise its established disciplinary policy distinctly from the E.R.P. The Union maintains its right to ensure the fair and equitable treatment of its members and to protect their rights in accordance with the established grievance procedure.

A decision by the Union or the Company to withdraw from this Agreement must be given in writing to the other Party no less than thirty (30) days prior to such action.

It is understood that any E.R.P. will not result in any additional costs as the result of the implementation of such program, except as may be agreed to by the Company.

ITEM 28

SPECIAL LEAVES OF ABSENCE FOR ELECTED AND APPOINTED OFFICIALS

- A. An employee who becomes a candidate or the senior campaign manager of a candidate for election to the office of provincial or federal member of parliament, or to the political office of Mayor or Regional Chairman, will be granted a leave of absence for such purpose. In the event that an employee is appointed to or elected to any of the offices as set out above, the leave of absence for such employee will be extended for the period of time he serves in such office.
- B. In the event that an employee is elected as an official of the United Steelworkers of America or appointed by the District Director of the United Steelworkers of America as a staff representative of the Union,, the employee, upon written request by the International Office of the Union, will be granted a special leave of absence for the term of his elected office or appointment.
- C. Company service for any such employee as specified in A or B above shall be retained for the period prior to his leave of absence and, for the purposes of Section 7 Seniority only, shall accumulate during such leave.
- D. The Company will extend group insurance benefits (except weekly indemnity and L.T.D.) provided that any such employee pays the full premiums for such coverage.
- E. Credited Service for purposes of the Pension Plan shall not include any calendar month during the whole of which any ~~employee~~ is on such Leave of Absence as provided in A or B above. Pension benefits for an employee granted a leave of absence under B above, who is elected as an official or appointed by the Union as a ~~representative~~ and who ~~subsequently~~ returns to full time permanent employment with the Company, will be calculated based on his accumulated Credited Service and the pension formula in effect at the date of his retirement on pension.

- F. For the purposes of the B above, it is agreed that not more than one (1) employee from all of the plants in Quebec, will be granted such special leave of absence at any one time.

ITEM 29

COMBINED JOB ALLOWANCE

A special allowance will be paid for hours worked on a "Combined Job" where the nature of the combination and the job classification established for such "Combined Job" comply with the following agreed to parameters:

A . **Definition**

A "Combined Job" is one which meets each of the following criteria:

- (i) two (2) or more job descriptions are combined into one job description and classification, and the other job description(s) is terminated; and
- (ii) the primary duties of the terminated job(s) are incorporated into the duties of the new job description of the remaining job, and
- (iii) one (1) or more employees are permanently displaced from the job(s) being terminated as a direct result of the combining of the two (2) or more jobs, and
- (iv) the incorporation of the primary duties of the terminated job(s) results in a significant change in the job content of the remaining job.

B. Rate of Pay

- (i) Where the job classification of the new "Combined Job" is two (2) full job classes or more higher than the job classification of the job prior to such change, then the rate of pay for such new "Combined Job" shall be the job class of the new "Combined Job".
- (ii) Where the job classification of the new "Combined Job" is less than two (2) full job classes higher than the job classification of the job prior to such change, then the rate of pay for such new "Combined Job" shall be the job class of the new "Combined Job", and in addition, any employee occupying the new "Combined Job" will receive a "Combined Job" Allowance as follows:
 - (a) Where the job classification of the new "Combined Job" is one (1) job class higher than the original job, the "Combined Job" Allowance will be twenty-one (21) cents per hour worked.
 - (b) Where the job classification of the new "Combined Job" is equal to the job class of the original job the "Combined Job" Allowance will be forty-two (42) cents per hour worked.
- (iii) This "Combined Job" Allowance shall be paid for all hours worked by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, even though compensated in accordance with specific provisions of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of these provisions.

C. Administration

- (i) These provisions will not be applied to job combinations involving Assigned Maintenance, Trade and Craft or Special Progression occupations.
- (ii) These provisions will not be applied to new or substantially altered facilities such as the Casting facilities or #1 Bar Mill at Hilton Works.

It is agreed that this Letter of Agreement shall not be used as the basis of any claim that an existing job is a "Combined Job" and is eligible for a "Combined Job" Allowance.

ITEM 30

FLEXIBILITY AND **MAXIMIZATION** OF OPERATIONS

1. The current provisions with respect to hours of work, and the current schedules of work established in accordance with such provisions shall be maintained unless additional business is secured necessitating a 20 or 21 turn level of operations on all or part of existing plant and equipment.

2. (a) Under condition 1. above, the Hours of Work provisions as specified in Appendix "A" attached may be implemented by the Company. Prior to such implementation, the Plant Manager and the Industrial Relations representative will arrange a meeting with the Local Union Executive Committee to review and discuss the conditions necessitating such implementation including such matters as vacation scheduling, scheduling on statutory holidays and any other matters of concern. The Local Union will have the opportunity to make suggestions with respect to alternate methods of meeting operating requirements and the Company will seriously consider any such suggestions. Furthermore, the Union and the Company will discuss the proposed schedules of work, and the Company will endeavour to accommodate, where possible, the preferences of senior employees with respect to the new schedules of work. Such meetings between the Parties will be arranged at least two (2) weeks prior to the implementation of the amended hours of work.
- (b) (i) The Company will not implement the provisions of this Letter for the specific purpose of workforce reductions or reducing the level of operations on the equipment not being scheduled on 20 or 21 turns.

- (ii) When one or more units of similar equipment within a job description are scheduled in accordance with the provisions of this Letter, the level of operations of the other units within the same job description will not be reduced as a direct result of such increase. In this regard, production will not be transferred between units of similar equipment within the job description so as to justify or maintain a continuous operation.
 - (iii) Items (b) (i) and (b) (ii) above shall apply only if layoffs occur.
- 3. It is understood that with respect to the hours of work scheduled by the Company on a 20 or 21 turn schedule in accordance with Appendix "A", the Company will maintain the starting and quitting times for shifts of work as currently specified in the appropriate provision of the current Hours of Work Section pertaining to double and triple turn operations.
- 4. Where Appendix "A" is implemented and additional working force is required, the Company will, subject to Section 7 of the Basic Agreement, preferentially hire laid off former employees with recall rights from other Works in accordance with the Letter of Agreement re Preferential Hiring.
- 5. (a) Any permanent employee or former employee with recall rights as of April 1, 1987, whose permanent job is scheduled under the Hours of Work provisions as specified in Appendix "A" and who is scheduled to and works such schedule, will receive a one time lump sum payment of \$5,000 in the pay period immediately following his commencement of work on such schedule.

- (b) Any permanent employee or former employee with recall rights as of April 1, 1987 who is temporarily assigned to a job(s) which is scheduled in accordance with the provisions of Appendix "A" and who works such 20 or 21 turn schedule for a total of 400 hours of work on such job(s) in any twelve (12) consecutive month period, will receive a one time lump sum payment of \$5,000. Hours not worked by reason of absence on scheduled vacation and the celebration of a statutory holiday for which the employee was paid an allowance will be counted towards the 400 hour provision.
 - (c) An employee will only be eligible to receive one of the one time lump sum payments under the provisions of this Section.
- 6. Where the conditions necessitating the implementation of Appendix "A" cease to exist, the Company will schedule in accordance with the Hours of Work and Overtime provisions of the Basic Agreement.
- 7. The Company will discuss and confirm on a Local Works basis the existing schedules of work at current operating levels. Such discussion will provide for a consideration of any changes that may be mutually agreed to with respect of such existing schedules.

In view of potential concerns or problems associated with the implementation of schedules in accordance with this Letter, it is understood that a meeting will be convened during the term of the Agreement upon the request of either the Company or the Union, to discuss any matters of concern or problems related to 20 and 21 turn operations.

8. It is understood that a work schedule named T-84 and attached hereto as Appendix "B", shall be implemented at the same conditions as above provided prior agreement with the Union for the following jobs is necessary:

- Operator - Annealers (Wire Mill)
- Craneman (Wire Mill)
- Waste water treatment (Yard)
- Machinist (Machine Shop)
- Janitor (Yard)

APPENDIX "A"

- (a) The normal work day for the purposes of this Section shall be eight (8) hours of work in a 24-hour period.
- (b) Subject to two (2) below the normal work week shall be any five (5) normal work days within a work week.

The work pattern shall be five (5) consecutive work days beginning on the first day of any seven (7) consecutive day period and may begin on any day of the calendar week and may extend into the next calendar week. The Company may increase or decrease the number of shifts or days on or during which a department may be scheduled, but all employees shall be scheduled on the basis of the work pattern except where:

- (a) Such schedules regularly would require the payment of overtime;
- (b) Deviations from the work pattern are necessary due to breakdowns or other conditions beyond the control of the Company;
- (c) Schedules deviating from the work pattern for reasons other than (a) or (b) are established by agreement between the Company and the Union.

ITEM 31

DISCRIMINATORY HARASSMENT

The following policy with respect to discriminatory harassment is endorsed by both Parties:

"Stellfil Ltée and the United Steelworkers of America believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.

No individual should suffer from or be exposed to harassment at work, based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, handicap, age, record of criminal offenses, family, marital or employment status. Harassment is a course of conduct or comment that offends or abuses a person on any of the grounds stated above, where such behaviour is known or ought reasonably be known to be offensive and unwelcome.

Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender-based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he has been subjected to harassment as defined above to immediately report such concerns to the designated representative. The Company will advise the designated Union representative of such allegation.

All allegations will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation, is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment."

Investigation and Resolution Procedure

- A. The Company and Union at each plant will discuss the establishment of a mutually acceptable procedure for investigation and resolution of allegations of discriminatory harassment. **Each** Party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations at the plant level.

- B. In addition to the investigative procedure established at each plant, the following Appeal procedure is established in the event that an allegation is not satisfactorily resolved:
 - I. The employee who claims a personal violation of the Policy may, within thirty (30) days of the date he is advised of the results of the investigation, at the plant level, appeal the allegation in writing to the two-person Appeal Committee as established hereinafter. The Committee will, as soon as possible following receipt of the written appeal, meet and review the facts pertaining to the allegation. The Appeal Committee may, at their discretion, seek any additional pertinent information by interviewing the complainant and other employees at the plant location. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate plant Company and Union designated representatives. In the event that the allegation is not resolved in this manner, the Committee will prepare and issue a report of their findings and recommendations.

Such report will be issued in confidence to the plant designated representatives who shall endeavour to resolve the allegation with the complainant and the local plant management. In the event that the matter continues to be unresolved, the Management of the plant will determine whether an employee has been in violation of the Policy and what appropriate disciplinary action will be taken. Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against him.

2. The Appeal Committee will be composed of one person designated by the U.S.W.A. District 6 Director as referenced in the Union's Policy document re Discriminatory Harassment and one person appointed by the Company from the corporate office. The two persons so appointed will remain the permanent Appeal Committee to investigate an attempt to resolve all appeals from the various plants of the Company.
 3. The Union and the Company may substitute another person as their permanent designated Appeal Committee member but it is intended by both Parties that their designated member be appointed on a long term basis where possible.
3. It is understood and agreed that the procedure established by this Letter of Agreement to investigate and resolve -harassment complaints does not deny any employee from pursuing his complaint through the applicable legislative procedure and the internal procedure is intended as an alternative process which the individual may elect at his/her option. It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

ITEM 32

~~HUMANITY FUND~~

The Company will contribute one (1) cent per hour worked to the United Steelworkers of America Humanity Fund and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with specific provisions of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions remitted to the United Steelworkers of America National Office.

It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. Letters Patent, dated March 12, 1986.

ITEM 33

~~WORK SCHEDULE (12 HOURS)~~

This Letter sets out the conditions under which the Parties agree to implement a schedule of working hours, designated as the "T-168" schedule and attached hereto as Appendix "A", applicable to employees assigned to operations scheduled for 168 hours per week.

~~Termination~~

Should this schedule be terminated in accordance with the provisions of this Letter of Agreement, the Parties agree to implement a schedule in compliance with provisions of the Basic Agreement or that will have been negotiated by the Parties.

No employee shall win or lose any overtime premium right due to the introduction or termination of this schedule.

Amendments to the Basic Agreement

The Company and the Union agree that the following shall constitute amendments to the Basic Agreement in order to give effect to the schedule as described above, where and when such schedule applies to an employee.

It is agreed that to the extent any provision of this Agreement comes directly in conflict with any provision of the Basic Agreement, the former agreement shall prevail.

The term "day" or Working day" as used throughout the Basic Agreement, shall mean either a regularly scheduled work day of eight (8) hours or twelve (12) hours, whichever the case may be.

Specifically:

i.02 Is amended by adding the following:

"The working day will be of twelve (12) hours and the working week of three (3) or four (4) days per calendar week for operations subjected to a 168 hours schedule for the week."

i.04 And Item 26 are amended by adding the following:

"An employee assigned to operations with a schedule of 168 hours per week may be required to work two (2) additional hours at the end of his regular turn."

i.06 Is amended to read as follows:

"Overtime is defined as the hours worked in excess of the eighty-four (84) hours in a two (2) week pay period as defined by the Company."

For the application of this Clause, vacation hours and statutory holidays granted for a day other than a working day shall be credited as worked hours. However, said credits shall never exceed the number of worked hours. The same shall apply for bereavement, jury hours and normal scheduled operation hours that are required for Union matters.

5.17 Is amended by adding the following:

"A turn premium as established in paragraph (a) above shall be paid for hours worked between 15h00 and 19h00 by an employee on the 7h00 to 19h00 turn and for hours worked between 19h00 and 23h00 by an employee on the 19h00 to 7h00 turn."

"A turn premium as established in paragraph (b) above shall be paid for hours worked between 23h00 and 7h00 by an employee on the 19h00 to 7h00 turn."

"A premium payable for hours worked between 15h00 and 23h00, and 23h00 and 7h00 as established above shall be paid to an employee that accumulates at least four (4) hours of additional work during these specific periods."

5.20 New Clause

"On the day turn (7h00 to 19h00), the Company will provide two (2) thirty (30) minute lunch periods, and one (1) thirty minute (30) lunch period for the night turn (19h00 to 7h00)."

10.10 New Clause

“Any employee assigned to the “T-168” workschedule, shall beentitled, after having worked a minimum of eighty (80) hours in a pay period, to accumulate the additional hours worked up to a maximum of four (4) hours per pay for a maximum total of eighty (80) hours per year.

For the application of this Clause, bereavement and jury hours and normal scheduled operation hours which are required for Union matters, shall be credited as worked hours.”

11.03 Is amended by adding the following:

“The expression “employee’s regularly scheduled turn hours” shall mean eight (8) hours. However, when a statutory holiday falls on a day on which an employee is scheduled to work a twelve (12) hour shift but is not required by the Company to work such shift, the special allowance shall be calculatedon the **basis of twelve (12) hours.**” However, the special allocation for a worked day shall always be of eight (8) hours.

!5.02 Is amended by adding the following:

“An employee shall be permitted time off from work up to a maximum of four (4) days for the purposes of arranging and attending the funeral of a **member of his immediate** family, or where he does not attend the funeral, one (1) day. Where any of such days fall on a scheduled **twelve (12)** hour working day for the employee, he shall be paid a bereavement allowance for each day equivalent to twelve (12) times the average hourly rate earned by him the preceding pay period.”

C.W.S. Program

It is understood and agreed that the implementation of his schedule will not in itself result in any amendment or modification to the C.W.S. program or cause the Union or any employee to claim that an existing job description and classification has changed.

In the future, new jobs will continue to be described and classified on the basis of a regular eight (8) hour shift of work and no consideration will be given to the extended hours of work beyond eight (8) hours.

APPENDIX "A"
 "T" - 168 SCHEDULE
 168 HOURS/WEEK

122

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

7:00-19:00
 19:00-7:00
 DAYS OFF
 DAYS OFF

| | | | |
|---------------|---------------|---------------|---------------|
| D C C B B A A | A D D C C B B | B A A D D C C | C B B A A D D |
| B A A D D C C | C B B A A D D | D C C B B A A | A D D C C B B |
| A B B A A B B | B A A B B A A | A B B A A B B | B A A B B A A |
| C D D C C D D | D C C D D C C | C D D C C D D | D C C D D C C |

ITEM 34

DISCIPLINARY RECORD

The Company accepts to withdraw for the employee record any disciplinary measure or verbal warning from the foreman after twelve (12) months, if there has been no occurrence of the same offense within a twelve month period.

ITEM 35

INCOME SHARING PLAN FOR BARGAINING EMPLOYEES

The Company will establish an Income Sharing Plan (I.S.P.) calculated and paid in accordance with the following:

An employee will be eligible to participate in the Plan:

- (a) Effective on the day following the date he/she completes his/her probationary period, as specified in the Basic Agreement, and
- (b) Provided the employee is on the payroll of the Company on the last day of the quarterly period for which the payment is calculated, except that an employee whose employment is or was terminated before such date for any of the following reasons shall be considered eligible during the quarterly period in which such termination occurs:
 - (1) Retirement on a pension under the provisions of the Pension Plan Agreement,
 - (2) Death,

(3) Laid off for lack of work as provided under Clause 7.03 (c) of the Basic Agreement, in which event, the employee shall be paid the Plan payment on the first regular Plan payment date following the date of his/her return to work after recall as provided in the Basic Agreement. If the former employee fails to return to work within the period specified in the Basic Agreement or ceases to be entitled to recall, he/she shall forfeit his/her entitlement to such Plan payment.

1 The rate applicable under the I.S.P. Plan shall be paid for all straight time hours worked to a maximum of five hundred (500) hours in a quarter by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, even though compensated in accordance with specific provisions of the Basic Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Plan.

The Company and the Union have agreed that all employees will be expected to perform their work duties to the full scope of the job, including all the inherent functions which may not be specifically described. As an example of the above, employees will perform those job duties which may be required in order to expedite any given production, repair or maintenance assignment, providing the employee has the qualifications to perform these duties.

2 In the event that any question arises as to the application and interpretation of this Item, such question will be the subject of discussion between the Administration Manager or his delegate and the President of the Local Union or their respective delegates.

4.
 - (a) It is understood and agreed that any employee eligible under the provisions of this Plan who participates in a strike, shall forfeit the greater of any entitlement to payment from the date of his/her participation to the end of such quarterly period or the entitlement to payment for the last two pay periods in such quarterly period.
 - (b) Participation in a strike continuing into the next quarterly period will result in the further application of paragraph (a) above.
5. Payment will be made quarterly based on actual year to date **Stelfil Ltée** financial performance.
 - (a) Actual **Stelfil Ltée** Financial performance will be measured in terms of "Works Net Return plus Depreciation as a percent of Value Added". Payment will result when the "Net Return to Value Added" % for the first two (2) quarters exceeds 18.0% and when the Net Return to Value Added" % for the last two (2) quarters exceeds 4.2%.
 - (b) For each 1 % exceeding the quarterly "target", the I.S.P. payment will correspond to \$0.175 per hour worked. For changes smaller or greater than 1%, payment will be made using a proportional basis. No payment will be made if the "Net Return to Value Added" for the quarter is less or equals the target.
 - (c) An annual adjustment will be calculated once calculations described in 5 (b) above are performed for the fourth quarter of the year. The dollar value of the actual Net Return for **Stelfil Ltée** shall be determined. The dollar value of the target Net return shall also be determined based on the target "%" for the quarter.

When the actual Net Return exceeds the target for the year to date, the I.S.P. payment will be calculated as 26 % of the amount by which the actual “%” exceeds the corresponding year to date target. This adjustment will be paid to all eligible employees consistent with the terms and provisions of this Item.

When the actual Net Return is equal or less than the target Net Return, or that the adjustment is based on an amount equal or less than zero (0), non adjustment payment will be made.

- (d) For the purpose of this Plan, “Net Return to Value Added” will be calculated **excluding** Workers Compensation Board Assessment and Depreciation and the amount relating light duties work.
- (e) A mutually agreeable independent accredited auditing firm shall be appointed to audit all data required for the income sharing payment calculations and shall perform such calculations on behalf of the Parties.

The independent auditor shall have the authority to recover overpayments and correct underpayments. Overpayments shall be recovered by being offset against the next future payment(s). Underpayments shall be paid as soon as practicable. In any event, payment made with respect to any quarter shall become final ninety (90) days after the date on which it is paid.

Eligible Plan payments will be paid before the end of the month immediately following the end of the following quarterly periods:

| Quarterly Period | Paid During Month Of |
|--------------------------------------|----------------------|
| July 1, 1993 to September 30, 1993 | October 1993 |
| October 1, 1993 to December 31, 1993 | January 1994 |
| January 1, 1994 to March 31, 1994 | April 1994 |
| April 1, 1994 to June 30, 1994 | July 1994 |
| July 1, 1994 to September 30, 1994 | October 1994 |
| October 1, 1994 to December 31, 1994 | January 1995 |
| January 1, 1995 to March 31, 1995 | April 1995 |
| April 1, 1995 to June 30, 1995 | July 1995 |
| July 1, 1995 to September 30, 1995 | October 1995 |
| October 1, 1995 to December 31, 1995 | January 1996 |
| January 1, 1996 to March 31, 1996 | April 1996 |
| April 1, 1996 to June 30, 1996 | July 1996 |

It is understood and agreed that the Basic Agreement shall be read and construed with the necessary changes so as to give full effect to the provisions of this Plan and in the event of any conflict, the provisions of this Plan shall govern.

For the purpose of I.S.P. (Income Sharing Plan), "Value Added" is defined as:

Works Net Sales including Stelwire interworks minus Prime Material at Market Value (Steel rod).

ITEM 36

PERMANENT LAYOFFS & CLOSURE OF A DEPARTMENT

General Intent

The overriding goal of the Company and the Union is to avoid the necessity of layoffs. To that end the Company and the Union have agreed to review and implement changes in work organization that will enhance the efficiency and productivity of the existing workforce and encourage full utilization of the bargaining unit workforce.

Notice of permanent layoffs or closure of a Department

Where the Company intends to layoff permanently ten (10) or more employees or to close an existing department, the Company shall give notice of its intention as soon as practicable and in the case of a department closure, twelve (12) month prior to its effective date.

The notice shall specify the operation or facilities involved, the nature of the work affected, the employees affected, and the reasons for the Company's decision.

Adjustment Committee structure

A Committee shall be established and responsible for consideration of alternatives to the intended permanent layoff or department closure, planning and execution of assistance to the employees affected by the layoff or shutdown, obtaining such financial assistance as available from government programs and other sources to support the adjustment program, counselling employees affected by the layoff or shutdown, determining training programs and individual training assignments that would be eligible for funding.

The Committee shall consist of four (4) members, two (2) from the Company and two (2) from the Union. It is understood that additional members may be added to the Committee depending on the circumstances associated with the particular shutdown or closure as mutually agreed to by the Parties.

The Company shall provide to the Committee such information as the Committee may require to complete its work including:

- (i) information as to alternatives considered by the Company's decision and the Company's reasons for rejecting such alternatives, and
- (ii) information regarding the employees affected such as age, service, pension status.

The Company shall pay for the time for work performed by the Union members of the **Adjustment Committee to a maximum of forty-eight (48) hours** in a calendar month for each member of such Committee unless extended by mutual agreement.

Rights of employees under Notice of layoff as a result of facility shutdown or closure

When an employee has received notice of layoff, such employee shall be afforded time off the job for the purpose of attending job interviews subject to the needs of the particular operation up to a maximum of sixteen (16) hours per month. The Company shall pay such employee for one-half of such time (maximum eight (8) hours) at the employee's average hourly rate in the preceding pay period.

The Company shall discuss with any such employee ways to accommodate the time required by an employee to attend any training program or course during his/her period of notice of layoff.

Funding of adjustment programs

The Adjustment Committee shall explore the various levels of government for funding where applicable, consider and recommend possible Company contributions as may be required to attract the maximum available public funding.

Early retirement

Where it has been determined that there is no alternative but to reduce the bargaining unit, the Company shall consider incentives for employees eligible to retire in an effort to reduce or eliminate the required layoff. Incentives may include:

- (a) enhanced basic or bridge benefits
- (b) enhanced pre-retirement vacation benefits
- (c) unreduced early retirement
- (d) unreduced early retirement at age 55 with age service totalling 70 or more and at any age with age and service totalling 80 or more.

Severance

An employee who has been laid off for a period of thirty-five (35) weeks in any period of fifty-two (52) consecutive weeks and who is not entitled to recall pursuant to Clause 7.11 of the Basic Agreement shall be entitled to severance pay.

The Company shall add to the amount payable in accordance with the applicable legislation sufficient monies to ensure that such employee receives the equivalent of two (2) normal non-overtime weeks for each year of service to a maximum of fifty-two (52) weeks.

Deferred pension

Any employee who is permanently laid off from the Company and whose recall rights have expired or been waived and whose age and seniority total 55 or more at the date of layoff shall be entitled to a deferred pension beginning at the earliest date that he or she would have been eligible to retire had he/she continued to work for the Company. Where such employee has ten (10) or more years of seniority, such deferred pension shall include any applicable bridging benefits.

Recall

The Company and the Union have agreed to an extension of recall rights to provide that employees shall have the right to recall equal to two (2) times their seniority to a maximum of six (6) years. Former employees with the right to recall would have the right to turn down recall to a temporary job.

Recall rights shall be terminated automatically when an employee elects to receive severance pay.

Preferential hiring

Employees laid off by the Company shall have preferential hiring rights for a period of time equal to their recall rights.

ITEM 37

LAOFFS AT MACHINE SHOP

ould a layoff occur in the Machine Shop (Millwright) the
st employee to be laid off will be the last millwright hired
ter July 1, 1992. This condition will prevail until both of
r millwrights become eligible for retirement.

ITEM 38

INDEXING OF PENSIONS

is agreed that the normal pension (basic life annuity,
cluding increases that were previously granted and
inimum disability pensions, excluding differed pensions),
yable to retired employees and survivors of deceased
nployees shall be increased on August 1, 1993, August
1994 and August 1, 1995, according to a rate based on
e performance of the Pension Trust Fund for the
evious year.

re real percentage of increase during each year shall
e lesser amount of (A), (B) or (C) below, subjected to a
inimum of 0 %:

- v) The percentage (that may be negative) obtained
by subtracting b) from a) below:
 - a) The rate of performance (rounded to the
closest one tenth of a percent) of the
adjusted market value (as defined below)
of the Pension Trust Fund for the previous
calendar year, subjected to a maximum of
10 %;

- b) 7 %;
- 3) 3 %;
- 3) 80 % of the percentage increase of the Consumer Price Index from the month of May of the previous year to the month of May of the current year (rounded to the closest one tenth of a percent).

For the purposes of application of this Letter, the adjusted market value of the Pension Trust Fund is nil as of January 1, 1993. At the end of any calendar year, the adjusted market value of the Pension Trust Fund shall be the equivalent of the real market value as determined on such date, except for only one 20 % portion of the realized and non realized capital gains and losses for a calendar year will be taken into consideration at the end of the calendar year during which there were recorded, additional 20 % portions being taken into consideration at the end of each of the following calendar years.

For the purpose of application of this Letter, point (A) shall be considered only at the time of establishment of Pension Trust Fund for the Bargaining Unit employees of Selfill Ltée.

Extensions

Modification to allow a life annuity to survivor spouse of an employee with ten (10) years or more of service.

ITEM 39

APPLICATION OF OVERTIME

When selecting employees for overtime purposes, preference shall be given to those that will have worked the overtime work schedule during a pay period.

ITEM 40

DAY JOB - UNION PRESIDENT

Union president of local 3258 shall work only under a day schedule and shall be paid based on the job class he had the time of his election.

Furthermore, he can be assigned to either one of the jobs listed in Item 28 of the Basic Agreement, if he is not already assigned to a day job.

AGREEMENT FOR A SUPPLEMENTARY
UNEMPLOYMENT BENEFIT PLAN

AGREEMENT DATED August 1, 1993

BETWEEN

Stelfil Ltée
(hereinafter called the "Company")

ON THE ONE HAND

AND

~~Local 6158~~ ~~U 6158~~ Steelworkers of America
(hereinafter called the "Union").

ON THE OTHER HAND.

ARTICLE I
DEFINITIONS

The following terms, wherever used in this Agreement,
all have the meanings set forth below:

1. "Basic Agreement" means the collective
bargaining agreement between the parties hereto
relating to wages and other terms and conditions
of employment, which may be in effect at the
particular time.

-) "Plan" or "Supplementary Unemployment Benefit Plan" means the "Stelfil Ltée supplementary Unemployment Benefit Plan for Bargaining Unit Employees" set forth in Appendix "A" hereto.
-) "Employee" or "**Employees**" shall have the same meaning as in the Basic Agreement.
-) "Fund" means the "Stelfil Ltée Supplementary Unemployment Benefit Plan Trust Fund".
-) "Net Worth" shall have the same meaning as in the Plan.

ARTICLE II
PLAN

-) The Plan, which became effective on April 1, 1969, and which has been amended from time to time to July 31, 1990, shall be and is hereby further amended effective August 1, 1993, so as to read as set forth in Appendix "A" hereto and forming a part of this Agreement, subject to obtaining and retaining the approval of the appropriate authorities as specified in the Plan.
-) The Stelfil Ltée Supplementary Unemployment Benefit Plan shall be available to all employees who are eligible according to its terms.
-) It is understood and agreed that the Stelfil Ltée Supplementary Unemployment Benefit Plan may be made available by the Company only to Bargaining unit employees who are employed by Stelfil Ltée.

ARTICLE III
GENERAL PROVISIONS

Upon request from the Union, the Company will submit a statement of the Funds revenues and amounts paid.

Each year, not later than the fifteenth (15th) day of February, the Company shall produce a statement showing the Net Worth of the Fund as of the close of the last business day of the preceding year and the amounts paid from the Fund during the preceding year. The Company shall furnish a copy of such statement to the Union.

The Company will designate a representative who will be available to discuss and review the statement referred to in(b) above with a designated representative of the Union.

The Union agrees that, during the term of this Agreement, neither it nor its representatives will cause or sanction a slowdown, strike or other stoppage of or interference with work arising out of or conducted in connection with any effort to induce modification of or amendments or addition to the Supplementary Unemployment Benefit Plan provided for by this Agreement or the terms or conditions under which its benefits are provided.

Nothing contained in this Agreement or the Plan shall be deemed to give an employee the right to be retained on the payroll of the Company, or shall interfere with the right of the Company to terminate the employment of an employee.

No matter respecting this Agreement or the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure established in the Basic Agreement.

**ARTICLE IV
DURATION & TERMINATION OF PLAN**

The Plan as set forth in Appendix "A" hereto shall remain in full force and effect until July 31, 1996, and shall thereafter continue for a further period of one (1) year unless during the seventy-five (75) day period immediately preceding the expiration date, either party shall give written notice to the other that it desires revision or termination of the Plan at its expiration date. Where notice of revision is given, negotiations shall commence during the sixty (60) day period immediately preceding the expiration date.

WITNESS WHEREOF the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 23rd day of September 1993.

For the Company:

For the Union:

APPENDIX "A"
STELFIL LTÉE SUPPLEMENTARY
UNEMPLOYMENT
BENEFIT PLAN
FOR BARGAINING UNIT EMPLOYEES

Article J
DEFINITIONS

- (a) **"Agreement for a Supplementary Unemployment Benefit Plan"** shall mean the agreement between the Company and Local Union 3258, United Steelworkers of America.
- (b) **"Applicant"** shall mean a former Employee whose service and employment were terminated when he was laid off for lack of work and who is entitled to recall in accordance with the Basic Agreement.
- (c) **"Basic Agreement"** shall mean the collective bargaining agreement relating to wages and other terms and conditions of employment which may be in effect at the particular time between the parties signatory to the Agreement for a Supplementary Unemployment Benefit Plan.
- (d) **"Company"** shall mean Stelfil Ltée.
- (e) **"Credit Point"** shall have the same meaning as specified in the Plan.
- (f) **"Day"** shall mean calendar day unless otherwise specified.
- (g) **"Employee"** shall mean any hourly rated person who is regularly employed by the Company and who is represented by a Union with which an Agreement for Supplementary Unemployment Benefit Plan has been executed.
- (h) **"Financial Position"** shall have the same meaning as specified in the Plan.
- (i) **"Fund"** shall mean the Stelfil Ltée Supplementary Unemployment Benefit Plan Trust Fund.

- (j) **“Maximum Funding Position”** shall have the same meaning as specified in the Plan.
- (k) **“Month”** shall mean calendar month unless otherwise specified.
- (l) **“Net Worth”** shall mean the difference between the total assets and the total liabilities of the Fund at any given time.
- (m) **“Person”** shall mean either an Applicant or an Employee as defined hereto.
- (n) **“Plan”** shall mean this Stelco Limited Supplementary Unemployment Benefit Plan as amended or modified from time to time.
- (o) **“Public Funds”** shall mean any money made available by the Government, either federal, provincial or municipal, or any agency of such governments.
- (p) **“Service”** shall mean service as defined by the Basic Agreement and is synonymous with seniority.
- (q) **“Straight time hours worked”** shall mean all hours for which an Employee actually performs work for the Company and for which he is compensated at the regular rate of pay as prescribed by the Basic Agreement.
- (r) **“Unemployment Insurance Act”** shall mean the Unemployment Insurance Act that may be in force and effect from time to time, and the Benefits then applicable.
- (s) **“Unemployment Insurance Benefit” shall mean** the benefit paid, pursuant to the Unemployment Insurance Act, to persons on account of their unemployment.
- (t) **“Union”** shall mean the Local of the United Steelworkers of America which is currently signatory to the Basic Agreement with the Company.
- (u) **“Week”** shall mean calendar week unless otherwise specified.

- (v) **“Weekly Benefit”** shall mean the Weekly Benefit as specified in this Plan.
- (w) **“Year”** shall mean calendar year unless otherwise specified.
- (x) **“All hours worked”** shall mean all hours for which an Employee actually performs work for the Company and for which he is compensated and shall include work performed and paid for at overtime rates and work performed on statutory holidays in accordance with the provisions of the Basic Agreement.

Article II GENERAL PROVISIONS

Establishment of Fund

The Company shall establish a Fund, in accordance with the Plan. The Company's contributions shall be made into the Fund and the Company's liability for benefits is limited to the ability of the Fund to meet the payment of all benefits.

Maximum Funding

A maximum funding position of the Fund shall be established for each calendar month. The Maximum Funding Position shall be highest of the following two amounts, forty (40) thousand dollars or the amount equivalent to ten (\$0.10) per hour multiplied by the number of hours worked during the pay periods included in the calendar year.

Fund's Financial Position

A financial position of the Fund shall be calculated each calendar month. The Company shall determine this Financial Position by dividing the Net Worth of the Fund as of the last business day of the preceding calendar month by the Maximum Funding Position for such month as determined in 2.02 above. This quotient is to be expressed as a percentage. The Financial Position calculated for each calendar month shall relate to each week ending in that calendar month for the purposes of applying the benefit level as set forth in Article IV and the credit point cancellation as set forth in Article V.

Adjustments for Errors

Neither the Maximum Funding Position nor the Financial Position are to be adjusted retroactively due to any error which may be discovered in the computations or data used in making the computations. Any error discovered, will be corrected in the next month's computations.

Article III CONTRIBUTIONS TO THE FUND

Contributions by the Company

The Company shall make a contribution to the Fund equal to ten cents (\$0.10) multiplied by the total number of all hours worked by each Employee during the preceding months, or such lesser amount as will bring the Net Worth of the Fund up to the Maximum Funding Position as provided in Clause 2.02.

The Company shall not be required to make any contributions to the Fund with respect to any month for which the Financial Position equals or exceeds 100%.

Payment of Contributions

Such contributions as are required by this Plan to be made to the Fund by the Company shall be made monthly and shall be made prior to the end of the month following the month for which the calculation was made.

Article IV WEEKLY BENEFITS OF THE PLAN

Weekly Benefits

Provided there are sufficient monies in the Fund, the Weekly Benefit payable to an eligible Applicant shall be one hundred dollars (\$100) for each week in the calendar month for which the weekly benefit is claimed. Furthermore, when computation shows that the financial position of the Fund is below thirty-five (35 %) percent, Weekly Benefit shall be of fifty (\$50) for each week in the calendar month for which the financial position of the Fund is computed.

12 **D e f i c i t**

If need be, and in recognition of the unique circumstances following the ratification of the 1993 Basic Agreement, the Company shall, on a one time basis, advance to the Fund monies to a maximum deficit of twelve thousand dollars (\$12,000).

13 **Reduction of Weekly Benefit**

The Weekly Benefit shall be reduced by the amount of any Public Funds received or receivable for which an Applicant may be eligible in respect of his unemployment during the week for which he is claiming a benefit under this Plan, with the exception of welfare payments (Quebec) and Unemployment Insurance Benefits.

The Unemployment Insurance Benefit which would have otherwise been payable to the Applicant shall be determined in accordance with the Schedule of Rates of Benefit provided in the Unemployment Insurance Act based upon the Applicant's last contribution paid to the Unemployment Insurance Fund while he was an Employee of the Company.

14 **Deductions from Benefits**

The Company shall deduct from any Weekly Benefit under this Plan all sums of money required to be withheld by reason of any law or regulation for payment of taxes or otherwise to any federal, provincial or municipal government.

15 **Cessation of Benefits**

A Weekly Benefit shall cease upon the date that the Applicant is required by the Company to report for work when notified of his recall from layoff.

Article V
DURATION OF WEEKLY BENEFITS

11 Duration

The number of weeks for which an eligible Applicant shall receive **Weekly** Benefits shall be **determined** by the number of Credit Points which he has accumulated. The maximum number of weeks which an Applicant may draw Weekly Benefits is fifty-two (**52**) weeks during any twelve (**12**) consecutive calendar months.

12 Credit Points

- (a) Credit Points are to be used for the sole purpose of determining the duration of Weekly Benefits of an Applicant, but shall have no fixed value in terms of either time or money.
- (b) Credit Points shall be credited to an Employee at the rate of one (**1**) Point for each forty (**40**) straight time hours worked commencing on or after January **1, 1968**, provided, however, that an Employee:
 - (i) may not have to his credit more than fifty-two (**52**) Credit Points at any one time; and
 - (ii) shall not be credited with any Credit Points prior to the first day he completes twenty-four (**24**) months of Service.

- 13** An Applicant shall have deducted from his credit one (**1**) Credit Point for each Weekly Benefit payable to him.

Forfeiture of Credit Points

Any Person covered by this Plan shall forfeit permanently all Credit Points which he has to his credit under this Plan if he:

- (a) has his service and employment terminated for any reason other than layoff, or
- (b) while on layoff has his entitlement to recall terminated in accordance with the Basic Agreement, or
- (c) willfully misrepresents any fact in connection with an application by him for a Weekly Benefit under the Plan.

Article VI

ELIGIBILITY FOR BENEFITS

Applicant Benefits

An Applicant to be eligible must make application for a Weekly Benefit in the manner prescribed hereunder and must meet the eligibility requirements in 6.03.

The Company shall have the right to establish reasonable rules, regulations and procedures concerning the time and place at which an Applicant shall report in order to comply with the eligibility requirements and concerning the form, content and substantiation of Weekly Benefits.

- (a) For any week of qualifying layoff an Applicant must apply for each Weekly Benefit that he may claim under this plan within five (5) days following receipt of his Unemployment Insurance Benefit for such week. The Unemployment Insurance Benefit shall be presumed to have been received by the Applicant on the date following the date set forth on the cheques therefore, or on the date of the copy of the pay receipt of similar document.

- (b) An Applicant must report in person to make initial application for a Weekly Benefit at the location designated by the Company. For any subsequent week during the same continuous period of layoff, such Applicant may apply for his Weekly Benefit, either in person or by mail, as determined by the Company.
- (c) An Applicant shall be required to produce evidence satisfactory to the Company:
 - (i) that he has received payment of an Unemployment Insurance Benefit for the week for which he is claiming a Weekly Benefit under this Plan, or
 - (ii) that he was not eligible to receive an Unemployment Insurance Benefit for the week for which he is claiming a Weekly Benefit under this Plan solely due to the reasons set forth in Clause 6.03 (c);
 - (iii) of the amount earned from all sources during such week and the source thereof;
 - (iv) and such further evidence or additional information as the Company may deem necessary.

3 **Eligibility - Weekly Benefit**

An Applicant shall be eligible for a Weekly Benefit beginning with the first complete calendar week following the effective date of this Plan, provided that with respect to the week for which the Applicant is claiming such benefit he:

- (a) has a minimum of twenty four (24) months of service with the Company;
- (b) is on a qualifying layoff as provided in 6.04;

- (c) received an Unemployment Insurance Benefit in accordance with the Unemployment Insurance Act or was ineligible for an Unemployment Insurance Benefit due solely to:
 - (i) not having, prior to his layoff, a sufficient period of work in employment covered by Unemployment Insurance; or
 - (ii) the requirement to serve a two (2) week waiting period prior to eligibility as stipulated in the Unemployment Insurance Act: or
 - (iii) the limitation under Unemployment Insurance on the period of time for which Unemployment Insurance Benefits are payable to the applicant;
- (d) has to his credit at least one (1) Credit Point to be cancelled in accordance with 5.03;
- (e) has not refused an offer of available work when recalled by the Company in accordance with the Basic Agreement and reports for work on the date required by the Company;
- (f) was not serving in Her Majesty's Armed Forces of Canada;
- (g) was not eligible for and was not receiving any accident or sickness or other disability benefit (other than a survivor's allowance or a disability benefit under Workers' Compensation laws or other laws which he received while in active employment with the Company prior to layoff) whether publicly or privately financed, or a Company financed pension or retirement benefit;

- (h) has registered at and complied with the regulations of the Unemployment Insurance Commission and has not failed or refused to accept employment deemed suitable by the Unemployment Insurance Commission.

6.04 Layoff Provision

- (a) Except as provided in (b) hereof, an Applicant shall be considered to be on a qualifying layoff when he is not required by the Company to work and does not perform any work in a week, commencing on or after the week following the week in which this Plan becomes effective, because he was laid off work in accordance with the seniority provisions of the Basic Agreement.
- (b) An Applicant shall not be considered on a qualifying layoff for purposes of Clause 6.04 (a) when work is not available to him as a consequence of:
 - (i) disciplinary reasons, or
 - (ii) any slowdown, strike, work stoppage, or any dispute of any kind, by any Employees or any other person employed by the Company, or any picketing (whether or not by Employees), at the Company's Plant which interferes with production at that Plant, or
 - (iii) sabotage or insurrection, or
 - (iv) any act of God, or
 - (v) any war or hostile act of a foreign power, or
 - (vi) any fault attributable to the Applicant.

Administrative Delays - Unemployment Insurance Benefits

- (a) With respect to any week for which an Applicant has applied for a Weekly Benefit under this **Plan and for which his claim for an Unemployment Insurance Benefit** has been denied and has been appealed in accordance with the Unemployment Insurance Act, the Weekly Benefit which would otherwise be payable to him shall be set aside from the Fund pending final disposition of the Applicant's Unemployment Insurance claim appeal, and
- (b) If the Unemployment Insurance Benefit claim is subsequently paid to the Applicant, the money set aside from the Fund as a contingent liability upon the Fund shall be paid to such Applicant and one Credit Point cancelled, provided, however, he has to his credit one Credit Point required to be cancelled in accordance with Clause 5.03 at the time such Weekly Benefit is paid.

Article VII
EFFECTIVENESS AND CONTINUATION OF THE PLAN

Income Tax Rulings

The Company shall not be required to make any contributions to the Fund or to make the Plan effective unless and until it shall have received from the Minister of National Revenue and any other applicable government authority, a currently effective ruling or rulings satisfactory to the Company declaring that all contributions to the Fund shall constitute a currently deductible expense under the Income Tax Act and under any other applicable income tax law, as now in effect or as may be hereafter amended or may hereafter become effective.

2 **Unemployment Insurance Rulings**

The Company shall not be required to make any contributions to the Fund or to make the Plan effective unless and until it shall have received a ruling or rulings satisfactory to it from the appropriate authority of the Canadian government that the Weekly Benefits will be permitted in accordance with the Unemployment Insurance Act without:

- (a) requiring additional payment or contributions to the Unemployment Insurance Fund either by the Company or any Employee participating in this Plan, and
- (b) affecting the entitlement of or level of payment to an applicant for Unemployment Insurance Benefits.

Revocation or Modification of Rulings

Upon revocation or upon modification in such a manner as to be no longer satisfactory to the Company of any of the above rulings or approvals in this Article, no further contributions shall be made to the Fund and all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

The Company shall notify the Union and shall meet with the Union representative and endeavour to modify the Plan to the extent necessary to obtain renewal of the above-mentioned rulings or approvals satisfactory to the Company. If such rulings and approvals are obtained, the Plan as amended shall become effective as of the date of such rulings and approvals. If, however, at the end of thirty (30) days from the date of the Company's notification no renewal has been obtained, the assets of the Fund shall be disposed of as set forth in Clause 7.05.

Withholding Requirements

If the Company shall be required at any time to withhold any amount from any contribution to the Fund by reason of any federal, provincial or municipal law or regulation, the Company shall have the right to deduct such amount from such contribution and to pay only the balance to the Fund.

Termination of Plan

Upon termination of the Plan:

- (a) Any Weekly Benefit liability incurred prior to the date of termination which has not, as of this date, been discharged, will be met only to the extent that the then Net Worth of the Fund (including any outstanding contributions) is able to meet such liability, and pay all other expenses arising out of the administration of this Plan.
- (b) Where there are assets remaining after the application of (a) above, the Company shall meet with the Union and endeavour to reach an agreement for the reasonable disposition of these assets.

Article VIII ADMINISTRATION

The Company shall have the exclusive right to administer this Plan, including but not limited to the right to establish reasonable rules, regulations and procedures, to use customary accounting techniques and to make all appropriate determinations pursuant to this Plan.

Article IX APPEAL PROCEDURE

Board of Appeal

There shall be established a Board of Appeal, hereinafter called the "Board" consisting of one Company representative and one Union representative.

First Step

- (a) An Applicant who alleges he was incorrectly determined ineligible for a Weekly Benefit under the Plan or the amount of the Weekly Benefit paid was incorrect, may file an appeal in writing to the Industrial Relations Department in an attempt to settle such allegation. The written appeal shall state full particulars of the allegation and shall be signed by the aggrieved Applicant.
- (b) The Industrial Relations Department shall give a written decision within seven (7) days of the date that the appeal was filed. An appeal not adjusted at this step may be appealed to the Second Step.

Second Step

- (a) Notice of appeal must be given in writing within five (5) days of the date of the written decision at First Step to the Board. The Board shall meet within seven (7) days and attempt to resolve the appeal submitted. Within seven (7) days after the date of such meeting the Board shall notify the parties hereto in writing of their agreement or failure to reach agreement. An agreement reached by the Board shall be final and binding.
- (b) Where the Board so notifies the parties hereto to the effect that no agreement has been reached, the Union may, within three (3) days of the date of such written notification, notify the Company in writing of its intention to submit the appeal to a Board of Arbitration. Such notice shall set forth the facts to be relied upon and the provisions of the Plan which are alleged to have been violated.

Only an appeal, filed in writing within seven (7) days of the mailing to an Applicant of either (i) a notice of denial of his claim, or (ii) a cheque for a Weekly Benefit, may be submitted under this Article IX.

Appeals which are not presented or processed within the time limits specified in Article IX shall not be processed through the appeal procedure without the consent of the Company and in any event are not arbitrable.

The appeals procedure set forth in this Article shall not be used to protest or appeal a denial of an Unemployment Insurance Benefit.

Arbitration

Only an appeal which has been properly filed and processed in accordance with the provisions of this Article IX may be referred to arbitration as provided hereunder.

Board of Arbitration

The Board of Arbitration shall consist of the Company representative on the Board of Appeal, the Union representative on the Board of Appeal and a third person selected by them to act as Chairman.

Where the two representatives to the Board of Arbitration fail to agree on the selection of a chairman within seven (7) days of the date of notice of the appeal being referred to arbitration, an appointment shall be made by the Minister of Labour for the Province upon the request of either representative.

- (a) The decision of the Board of Arbitration shall be final and binding upon any person concerned and upon both parties. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority the decision of the Chairman governs. There shall be no appeal from the decision of a Board of Arbitration.
- (b) The Board shall not have any authority to alter, modify or change any of the provisions of this Plan, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this Plan, and shall have no jurisdiction other than to determine, in accordance with the provisions of this Plan:

- (i) whether the appeal was filed and processed within the time and in the manner specified in this Article;
- (ii) whether the Applicant is eligible with respect to the Weekly Benefit claimed;
- (iii) the amount of any Weekly Benefit payable.

Expenses and Remuneration - Board Chairman and representatives

- (a) The Union and the Company shall each pay one half of the remuneration and expenses of the Chairman of the Board of Arbitration.
- (b) The Union representative and the Company representative on the Board of Appeal and the Board of Arbitration shall serve without recompense from the Fund established under this Plan.

A Board of Arbitration and the Board of Appeal shall have no jurisdiction to determine questions arising under the Basic Agreement, even though relevant to the appeal before the Boards. All such questions shall be determined through the regular procedures provided therefore by the Basic Agreement and all determinations made pursuant to such Basic Agreement shall be accepted by the Boards.

**Article X
MISCELLANEOUS**

1 Liability

The provisions contained in this Plan express completely all obligations of the Company with respect to the financing of the Plan and providing for benefits and payments.

02 **Management i o n s**

Neither the rights of an Employee to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of this Plan. Nothing contained herein shall be deemed to qualify, *limit* or alter in any manner the Company's authority to manage the Company as provided in Clause 4.01 of the Basic Agreement.

03 **Status of Persons Receiving Benefits Under the Plan**

Neither the Company's contributions nor any Weekly Benefit paid under the Plan shall be considered a part of any Employee's earnings for any purpose. A person by reason of receiving a benefit does not have his status as a former Employee under the Basic Agreement amended or changed in any way. Nor shall he thereby acquire any right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the Company contributes, than he would otherwise be entitled to *were he* not receiving any Weekly Benefit under this Plan.

04 **Non-Alienation of Benefits**

No Weekly Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind and any attempt to accomplish the same shall be void.

05 **No Vested Interest**

No person shall have any right, title, or interest in or to any of the assets of the Fund or in or to any Company contribution thereto.

06 **To Whom Benefits Are Payable**

Weekly Benefits shall be payable under this Plan only to the person who is eligible therefor.

07 Method of Payment

Weekly Benefits will be paid in the third week following the week in which this Plan becomes effective and on every second week thereafter and shall be for the two-week period preceding the week in which payment is made.

08 Overpayment - Weekly Benefits

If the Company determines that any Benefits paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification for Unemployment Insurance Benefits or otherwise), written notice thereof shall be given to the recipient and he shall return the amount of overpayment to the Company. If such recipient fails to return such amount promptly, the Company shall arrange for the amount of the overpayment to be reimbursed to the Fund by making a deduction from future Benefits payable to such recipient or by making deduction from compensation otherwise payable to him, or both. The Company may make such deductions from the Employee's compensation and in such event shall deposit back into the Fund any amount of money so deducted. At such time as such overpayment is recovered by the Fund, the number of Credit Points, if any, theretofore cancelled with respect to such overpayment of Benefits shall be restored to such Employee, subject to the provisions of Article V.