

2016

BASIC AGREEMENT

BETWEEN

**HAMILTON SPECIALTY BAR (2007) INC.
Hamilton, Ontario**

AND

**UNITED STEEL, PAPER, FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL and SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

Local Union 4752

01522(10)

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THIS AGREEMENT dated this 18th day of March 2016.

BETWEEN:

HAMILTON SPECIALTY BAR (2007) INC.

319 Sherman Avenue North
Hamilton, Ontario
(hereinafter called "the Company")

OF THE FIRST PART;

- and -

**UNITED STEEL, PAPER, FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
and SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

and its Local Union 4752
(hereinafter jointly and severally referred to as "the Union")

OF THE SECOND PART.

ARTICLE 1: PURPOSE

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and those of its employees coming within the scope of this Agreement and to provide machinery for the prompt and equitable disposition of Grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the scope of this Agreement, to the end that there shall be no interruptions of work or interference with production while this Agreement is in effect.

ARTICLE 2: RECOGNITION

2:01 The Company recognizes the Union as the exclusive collective bargaining agency for the bargaining unit of its employees defined as "all its employees at its plant located in Hamilton save and except Supervisors, persons above the rank of Supervisor, security guards, and office staff", and reference herein to "employee(s)" shall be deemed to mean only employees within the scope of the above defined bargaining unit.

ARTICLE 3 : RELATIONSHIP

3:01 No employee shall be discriminated against or coerced or restrained in any manner on account of his/her membership or non-membership in any labour organization or by reason of any lack of activity in any labour organization.

3:02 Neither the Union nor any of the employees will discriminate against or coerce or restrain in any manner any employee because of his/her membership or non-membership in any labour organization or by reason of any activity, or lack of activity, in any labour organization.

3:03 Except as otherwise provided in this Agreement or necessary activities in connection with the processing of Grievances, neither the Union nor any of the employees will engage in Union activities during working hours or hold meetings at any time on the premises of the Company or distribute or cause to be distributed any hand bills, pamphlets, dodgers, Union publications or the like during working hours or on the premises of the Company.

3:04 Violations of any of the foregoing provisions by any employee shall be just cause for disciplinary action subject to the right of such employee to process a Grievance under the Grievance Procedure.

ARTICLE 4: UNION SECURITY

4:01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

4:02 All dues, initiation fees and assessments shall be remitted to the Union forthwith on a bi-weekly basis through the company payroll provider. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

4:03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in article 4.02 in such form as shall be directed by the Union to the Company.

4:04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

4:05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

4:06 Such authorization shall be in a form provided by the Union and approved by the Company. The Company may, but shall not be under any obligation to deduct and remit Union Dues as aforesaid pursuant to the aforesaid authorization unless there is an Agreement in full force and effect between the parties.

4:07 The parties agree that all employees after the date of execution of this Agreement and during the term of this Agreement will be required as a condition of their employment, and in the case of new hires within thirty (30) days after the date of commencement of employment, to assign to the Union through payroll deductions an amount of money equal to the monthly Union Dues and for such purpose to sign an authorization in the form hereinbefore provided.

4:08 Humanity Fund

Commencing January 1st, 2006, the Company agrees to deduct on a weekly basis \$0.01 per regular hour worked from the wages of all bargaining unit employees. Such deductions shall be remitted on a bi-weekly basis to the Humanity Fund, United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, accompanied with a written listing of the employees on whose behalf such payment is made. A copy of this listing and

the amount remitted shall also be given to the Local Union on a quarterly basis.

Participation by any bargaining unit employee may be discontinued at any time upon receipt of written notice to the Company and Local Union.

ARTICLE 5: MANAGEMENT

5:01 The Union acknowledges that the management and operation of the Company's plant, the efficiency, direction, supervision and control of all operations and all working forces, including the right to discipline, hire, suspend and discharge employees for just cause, to make and enforce reasonable rules to promote safety, efficiency, order, discipline and protection of the Company's property, to relieve employees from duty because of lack of work or for other legitimate reasons, to schedule its operations, extend, limit, curtail, or re-schedule its operations when at its sole discretion it may deem it advisable to do so except as specifically set forth otherwise in this Agreement, is the exclusive function of the Company and shall remain vested solely in the Company subject to the right of any employee to lodge a Grievance under the Grievance Procedure in the manner and the extent therein provided.

5:02 The number of employees assigned to each job including trade or craft, helper, plant maintenance, learner and apprentice jobs shall be determined by the Company provided that the placement or displacement of an employee on or from any such job shall be in accordance with this Agreement.

5:03 The Company will continue with its existing communications programs.

ARTICLE 6: UNION REPRESENTATION

6:01 The Union may appoint or elect stewards and chief stewards in each of the departments to the number provided for in Schedule "A" hereto. An employee must have at least twelve months' seniority before being eligible for appointment or election as a steward unless there is no suitable employee on the shift which he/she would represent as steward with twelve months' seniority, in which case a steward with less than twelve months' seniority may be eligible for appointment or election as steward.

(a) STEWARDS

Department	Stewards	Chief Stewards
1. Rolling Mill, Billet Yard, Mill Furnace, Hot Bed and Shears	4	1
2. Finishing	4	1
3. Maintenance, Roll Shop	4	1
4. Melt Shop, Concast & Yard	4	1
5. Laboratory	1	0

In the Department where the number of Stewards is related to the number of shifts worked, (e.g. Melt Shop, Rolling Mill, Hot Shears, Maintenance and Finishing), the number of stewards will change to correspond to any change in the number of shifts worked.

The above numbers reflect a 4 shift operations. In the event of a reduction in operations, the number will reduce accordingly.

6:02 The employees shall be represented for the purpose of Article 7 by a Grievance Committee consisting of three elected members of the bargaining unit. The Union President may attend all third step Grievance meetings. The Union will advise the Company in writing of the names of the stewards, chief stewards, and the officers of the Local Union, and changes in such appointments.

6:03 The Company will recognize a Negotiating Committee to represent the Union in negotiating an Agreement with the Company or any modifications or revisions thereof composed of four (4) members of the Local Union who shall be employees of the Company, together with a representative of the International Union. This number may be increased or decreased by mutual consent.

6:04 The Grievance Committee shall be afforded such time off without pay, except as hereinafter provided, as may be required in order to properly carry out their duties under this Agreement. The members of the Grievance Committee, while acting in such capacity, shall be entitled to be recompensed at the rate they would have received when working for necessary Grievance Committee business up to a total for all members of the Grievance Committee

collectively of forty (40) hours for each three consecutive four-week periods during the time this Agreement is in effect.

A Grievance Committeeperson shall obtain the permission of his/her Supervisor before leaving his/her work to deal with a Grievance. Such permission shall not be unreasonably withheld.

6:05 In recognition of the desirability of improving communications between the Union and the Company to facilitate solutions of mutual problems which may arise during the term of the Agreement, the parties agree as follows;

a) The Local Union President is a full time function paid by the Company at their incumbent wage rate inclusive of incentive as outlined in article 9:07 (a). Hours worked will be paid as per the weekly schedule. Additional overtime will be authorized in advance by the Human Resources Department or the Departmental Manager.

b) It is agreed that such paid hours are not limited to but shall include attendance at:

- i. Company and Union Executive meetings
- ii. Grievance Committee
- iii. Contracting Out Committee
- iv. Health and Safety Committee
- v. Pension Committee
- vi. Other meetings agreed to by the parties

c) If the Union President leaves the site for Union Business for a period of 3 days or longer, the Company will not pay for those hours. During such periods, no substitutions will be permitted, paid or unpaid.

d) Monthly executive meetings, which formerly required 2 days off for each executive, will now be restricted to one day off for the executive save and except for the Union's Recording Secretary who will still eligible to receive two days off.

e) The continuation of this agreement is subject to yearly review and may be revoked by the Company at any time following discussion with the International Representative, USW.

ARTICLE 7 GRIEVANCE PROCEDURE

7:01 (a) Any difference that arises between the parties or the Company and any of its employees as to interpretation, application,

administration, or alleged violation of the Agreement, including any question whether a matter is arbitrable, shall constitute a Grievance and all such Grievances shall be dealt with in the following manner.

- (b) Any Grievance must be initiated for processing through the Grievance Procedure within seven (7) calendar days of the time when the Grievance arises.

7:02 STEP NO. 1

(a) The Department Manager or his/her nominee shall meet with the relevant Chief Steward or his/her designated departmental steward and the Grievor if so required within fourteen (14) calendar days from the date of receipt of such Grievance to attempt to settle the grievance unless an extension has been provided.

(b) A written decision shall be rendered by the Departmental Manager or his/her nominee to the Departmental Chief Steward with copy to the Chairperson of the Union Grievance Committee within five (5) calendar days of such meeting.

(c) Failing satisfactory settlement of the Grievance at this step, the Grievance shall be eligible to be brought forward to Step No. 2 within fourteen (14) calendar days from the date of the decision at Step No. 1 by referring the Grievance to the Manager - Human Resources.

7:03 STEP NO. 2

(a) The Grievance will be discussed within fourteen (14) calendar days, unless an extension has been provided, from receipt of such Grievance with the Manager - Human Resources or his/her nominee and the Grievance Committee (with the assistance of a representative of the International Union if the Grievance Committee so desires) to attempt to settle the Grievance.

(b) A written decision referencing the Grievance number, employee(s) involved, his/her (their) clock number(s) and the subject shall be rendered to the Chairperson of the Union Grievance Committee with a copy to each member and the relevant Chief Steward by the Manager - Human Resources or his/her nominee within seven (7) calendar days of such meeting.

(c) Failing satisfactory settlement at Step No. 2(b), and upon mutual request, the grievance may be referred to the Grievance Settlement Officer as hereinafter provided. All costs incurred at this

step will be borne equally between Company and Union.

(d) Failing satisfactory settlement at Step No. 2(c), and within 30 days of such decision, the Grievance may be referred to arbitration/mediation as hereinafter provided.

7:04 STEP NO. 3

(a) If a settlement is still not arrived at through the above procedure, the matter in dispute will be referred to an Arbitrator mutually agreed upon by both parties. The party referring the matter to arbitration shall notify the other party in writing within thirty (30) calendar days of the rendering of the decision at Step No. 2 of its intention to so proceed. If the choice of an Arbitrator cannot be mutually agreed upon within seven (7) calendar days, either party may apply to the Board to have a single Arbitrator appointed.

(b) The single arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to make any new provisions or any decision or award inconsistent with the terms of this Agreement nor except as provided in Article 7:08 shall they deal with wages.

(c) Save as aforesaid, the decision or award of the single Arbitrator shall be final and binding upon the parties and upon any employee(s) concerned.

(d) The parties shall pay one-half of the remuneration or expenses of the single Arbitrator and any other expenses that have been mutually agreed may be incurred by the single Arbitrator to assist in arriving at a decision. Any other expenses of the arbitration shall be borne by the party which incurs the same.

7:05 (a) Members of the Grievance Committee shall have the right to initiate a group Grievance involving 3 or more Grievors identified by clock number and name or a policy grievance in writing at Step No. 2. This privilege shall not be used to circumvent the normal procedure of this Article.

(b) Any difference between the parties relating to the interpretation, application, or administration of the Manual, including any question whether a matter is arbitrable, or where an allegation is made that the Manual has been violated, shall constitute a Grievance and shall be resolved through the Grievance

Procedure laid down in this Agreement, but any such Grievance shall be initiated at Step No. 2.

(c) If an employee is suspended or discharged, the Grievance shall be initiated at Step No. 2 of the Grievance Procedure within seven (7) calendar days of the time the Grievance arises. Such Grievance must be signed by the Grievor or a Member of the Grievance Committee.

The parties will meet to discuss such Grievance within three (3) calendar days following receipt of the Grievance.

Before a suspension other than “balance of the shift” type is effected, a meeting between the Director Human Resources and the Union President or their designates will be held.

7:06 Except as otherwise provided in this Agreement, the final adjustment of any Grievance shall not involve the making of any retroactive adjustment or payment by the Company beyond a period not exceeding thirty (30) days prior to the date of the initial presentation of the Grievance at Step No. 1, or Step No. 2 for group and policy Grievances. The Arbitrator shall have power to decide up to the limits provided whether or not, in the final adjustment of any Grievance, any retroactive adjustment or payment of wages is required by the Company on the ground that 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 Arbitrator, the extent of the discipline is unreasonable in relations to the offence.

7:07 If any employee who has been laid off or discharged is subsequently reinstated as a result of a Grievance processed pursuant to this Article 7, the Company may pay full compensation at the employee’s regular rate for time lost while the employee has been so laid off or discharged prior to reinstatement, or may arrive at a settlement with the Grievance Committee whereby less than full compensation is paid, which shall be final and binding upon both parties of this Agreement and the employee or employees affected, provided however the Company shall not be obliged to make any adjustment or payment beyond the period hereinbefore provided in this Article.

7:08 Any Grievance involving a loss of earnings to an employee(s) which is resolved in favour of an employee(s), payment

shall be made no later than the pay period following the pay period in which the Grievance was resolved, if practical. Upon resolution, Human Resources will provide signed copy of grievance resolution to Grievance Committee Chairman.

7:09 An employee who is suspended by the Company for disciplinary purposes shall be retained at work and serve a suspension with pay. The suspension with pay will have the same force and effect as a suspension without pay relative to progressive discipline, further disciplinary action and its weight and substance in any arbitration pertaining to the employee's disciplinary record. However, the employee may be removed from active work without pay, at management's discretion, if his alleged cause for suspension presents a danger to the safety of employees or equipment in the plant, or involves any of the following allegations; fighting, theft, fraud, harassment or refusal to perform their assigned work.

7:10 Any employee that is provided with a last chance agreement, offered voluntary resignation or retirement will have up to seven (7) days unpaid to decide a course of action.

ARTICLE 8: SENIORITY

8:01 (a) "Seniority" is the relative status of employees as measured by length of service with the Company. The purpose of seniority is to provide a basis or policy of rights or preferences as to lay-off, rehiring and promotions within the bargaining unit but not to promotions from positions within the bargaining unit to positions outside the bargaining unit.

(b) "Incumbent" as used in this Agreement shall be an employee holding a regular job as a result of permanent assignment or by being awarded a posted permanent vacancy.

(c) "Return incumbent rights" as used in this Agreement shall not extend prior to the 2007 shutdown of Hamilton Specialty Bar Corporation. The final incumbency list prior to the closure will be provided to the union.

8:02 (a) The first ninety (90) days worked shall be considered a probationary period. The first one hundred and eighty (180) days worked for each student employee shall be considered a probationary period. Overhead crane operators will be provided an additional 30 day probationary period if required. This time will not negatively impact the commencement of pension contributions

or company benefits and is solely required for additional training purposes. An employee on probation shall not be entitled to any of the Seniority rights granted by this Agreement, nor shall he/she be entitled to process a Grievance with respect to discharge or lay-off. After such probationary period, his/her seniority shall date from the time he/she was hired, or in the case of an employee excluding students who was previously laid off and rehired, there shall be added to such seniority any period of continuous employment of thirty (30) days or more as a probationary employee within the one hundred and eighty (180) day period preceding his/her last hiring date.

When 2 or more employees start on the same day their relative seniority will be established by a draw overseen by the Human Resources Department.

For employees scheduled on twelve (12) hour shifts, the number of days worked, the employee's total hours worked will be divided by 8 hours, for probationary purposes.

Probationary employees who have been laid off and are subsequently rehired will have any period(s) of continuous employment of thirty (30) days or more as a probationary employee within the one hundred and eighty (180) day period preceding their last hiring date, included in the computation of their probationary period.

(b) Students may only be hired during the period commencing one week prior to Victoria Day through to one week following Labour Day. The Company will meet with the Union in February of each year before making any decisions on student hiring's.

If the Company invokes the hydro clause, senior qualified employees will be retained and displace students, if they so choose. Students not working on a scheduled job will be sent home for the balance of the shift.

In scheduling Plant Shutdowns, the Company will be able to use students to fill vacancies not filled by senior employees during the vacation planning process which is to be completed no later than mid-February of each year. The number of students to be scheduled to work during the shutdown will be confirmed at the meeting discussed in paragraph one of this clause. Under no circumstances will a senior employee be laid off during shutdowns while students are still working.

Senior qualified employees who miss a full shift, due to the Company enacting the hydro clause, will have the opportunity to make up such lost time (strictly by displacing non-office-based students) by contacting the Manpower Coordinator and making a specific arrangement to work the time on their days off within the next 2 week period and will be paid at straight time hourly rates. Where the number of shifts to be made up exceeds the available regular working hours of the students, the Manpower Coordinator will allocate make-up shifts based on seniority.

Failure of the Company to provide work to the Senior employee, as arranged with the Manpower Coordinator within the 2 week period, will result in the senior employee being compensated one-half of the number of hours lost by the senior employee, times the applicable wage rate plus incentive.

8:03 The Company will maintain its present seniority list of its employees, including additions to or deletions from the present list, and will provide it to the Union upon request.

Such lists shall give the employee's name and length of service with the Company as shown by the Company's records.

LOSS OF SENIORITY

8:04 An employee shall lose his/her seniority status, be terminated and his/her name shall be removed from the seniority list:

(a) If he/she quits his/her employment voluntarily or is discharged for just cause and is not reinstated; or

(b) If he/she fails to report after a lay-off within ten (10) full working days after a notice of recall by registered letter sent to him/her at his/her last address as shown on the Company's records. If employees are physically disabled at the time of recall, the right to recall will be extended until they are able to return to a maximum of three (3) years. Benefits coverage will be effected upon their return; or

(c) If he/she fails to report for work after absence without permission for a period exceeding three (3) full working days or within three (3) full working days after his/her leave of absence has expired; or

(d) On the expiration of a period equivalent to his/her plant

wide seniority, with a minimum of twenty (20) months and a maximum of forty-eight (48) months, following a lay off during which period the employee has not been recalled; or

(e) When an employee is absent for a period exceeding three (3) full working days beyond the time allowed under the Workplace Safety and Insurance Act or regulations.

SHORT TERM DISPLACEMENTS

8:05 (a) In all cases of lay-off, save and except those covered in 8.06 and 8.07, assignment in lieu of lay-off, recall, promotion, and filling vacancies within the bargaining unit, preference shall be given to employees in accordance with their seniority provided they are qualified to fill the job requirements satisfactorily.

(b) Vacancies which occur in a Department at the commencement of a shift (subject to the limitations of Article 10:10) and which would result in a promotion for a lower-rated employee shall, wherever practical, be filled by such an employee at work in the Department and on the shift.

(i) who has rights and obligations as per Article 8:10 (c) then

(ii) who is the most senior qualified employee.

With specific exceptions noted below, in the event that the Company fails to and declines to offer such promotional opportunities the Company shall pay to the employee in question the difference in earnings involved.

For the purpose of the above:

(1) Employees who decline said promotional opportunities shall be considered to have waived their rights to the specific promotion in question for a period not to exceed 6 months. However, if no other replacement is available the company maintains its right to schedule in order to maintain production.

(2) Persons working in the job classifications noted below will not enjoy the rights conferred by this letter:

(a) Weigh person

(b) Crane person

(c) Break-in

(3) The plant will be divided into the following departments:

- (a) Finishing and Shipping
- (b) Maintenance
- (c) Melt Shop and Concast
- (d) Rolling Mill, Hot Shear and Billet Yard
- (e) Roll Shop
- (f) Labs

When an employee on a break-in is used as direct replacement on the job being learned, he/she will be paid the rate of the job including incentive if applicable.

(c) Wherever practical, the following sequence will be followed in filling a "day to day" vacancy created by an employee who is absent from work and has followed the Procedure for Reporting to the Company:

- 1) Fill the vacancy as per (b) above;
- 2) Fill the vacancy as per Article 10:10;
- 3) Fill the vacancy as per (b) above and then assign a qualified employee to work overtime. In this situation, "non-incumbent" working overtime Grievances will be considered to be without merit.

Applicants for a break-in in the above mentioned classifications will be required to write an aptitude test.

The Local Union President and/or a Local Union Representative and a Company Representative will meet to discuss any questions the Union has relative to the tests for the above mentioned positions.

8:06 Whenever (a) a breakdown of equipment or (b) a lack of materials occurs an employee may be temporarily sent home or laid off without regard to the seniority provisions of this article provided however that the total time lost by any such employee shall not exceed three (3) consecutive working days at one time or a total of six (6) working days in any one month and provided further that if more than one employee is affected at any one time but not all employees performing similar work are affected, the employee or employees to be sent home or laid off shall be those with the least seniority in the group.

For the purpose of this Article, "similar work" as it relates to the cranes in the Melt Shop shall differentiate by Type II (spell crane operators included), #8/10 or #17/18.

8:07 In the event of a temporary reduction of the work force due

to causes not specifically referred to in 8:06 and an employee is temporarily sent home or laid off as a result thereof, such employee may be sent home or laid off without regard to the seniority provision of this Article, provided, however, that the total time lost by any such employee shall not exceed two (2) consecutive working days at any one time or a total of four (4) working days in any one month, and provided further that if more than one employee is affected at any one time but not all employees performing similar work are affected, the employee or employees to be so sent home or laid off shall be those with the least seniority in the group. The application of this clause will be limited to sixteen (16) weeks in any calendar year.

For the purpose of this Article, "similar work" as it relates to the cranes in the Melt Shop shall differentiate by Type II (spell crane operators included), #8/10 or #17/18.

FOUR DAY WORK WEEK

8:08 For the purpose of this Article, the term "lay-off" shall not include interruptions of work in the form of a reduced work week of not less than four (4) days on eight (8) hour shifts or three (3) days on twelve (12) hour shifts subject to the following:

(a) The four (4) day work week when applied on a departmental basis, and not to all departments, will be limited to four (4) weeks in any three (3) months period;

(b) The four (4) day work week when applied to all departments, will be limited to thirteen (13) weeks in any calendar year.

The total number of four (4) day weeks with any combined application of (a) and (b) above shall not exceed seventeen (17) weeks in any calendar year for any one department.

If additional work is required beyond the four (4) day work week, the work will be assigned to the senior incumbent who would normally be scheduled on that shift.

The Company will discuss with the Union in advance any intention to apply these provisions. These provisions may be changed or extended by mutual agreement. Other alternatives such as vacation scheduling, departmental shutdowns, etc. may be affected by mutual agreement.

For the purpose of this Article, "similar work" as it relates to the

cranes in the Melt Shop shall differentiate by Type II (spell crane operators included), # 8/10 or #17/18.

PROMOTION OUT OF BARGAINING UNIT

8:09 (a) Employees who are promoted or transferred from positions within the bargaining unit to positions outside the bargaining unit for a period or periods, of no less than increments of one week, and up to a maximum of 182 calendar days in any calendar year, shall have their names removed from the seniority list during all such transfers but shall retain and accumulate seniority, and if transferred back into the bargaining unit, shall have their names and accumulated seniority placed back on the seniority list and shall return to the incumbent job held prior to such transfer.

(b) Employees who are promoted or transferred from positions within the bargaining unit to positions outside the bargaining unit for a period or periods in excess of 182 calendar days in any calendar year, shall have their names removed from the seniority list during all such transfers and shall not accumulate any seniority after the 182nd calendar day, and if they are then transferred back into the bargaining unit, their names shall be placed back on the seniority list and they shall be entitled to exercise their previously earned seniority to a job in the bargaining unit in accordance with Article 8:10 1 (a).

(c) For any employee removed from the bargaining unit under the terms of Article 8:09 (a) and (b), the calendar day shall be the twenty-four (24) hour period commencing at the start of his/her assigned shift.

Periods of assignment of less than five (5) days in a calendar week shall be counted as calendar days. Periods of assignment of five (5) working days in a calendar week shall be counted as seven (7) calendar days, and the calendar week shall be as defined in Articles 10:04 and 10:05.

(d) Employees transferred to positions outside of the bargaining unit shall be considered on their incumbent jobs during the application of 8:10 2 in the Department in which they hold such jobs and for overtime recording purposes.

(e) Employees out of the bargaining unit prior to and following vacations will not have such vacations counted as being out of the bargaining unit.

(f) Employees out of the bargaining unit will be considered as in the bargaining unit for the purposes of Article 8:16.

(g) Employees transferred outside the bargaining unit shall, for overtime recording purposes, be considered as an incumbent on their incumbent job.

(h) The Company will issue a monthly summary to the Union's Financial Secretary with copy to the Union President indicating those employees out of the bargaining unit in the month, their number of days and year to date totals for all employees.

(i) When an employee is transferred to a position outside the bargaining unit such that he/she does not work five (5) or more days in the bargaining unit in a calendar month, the Company will remit to the Financial Secretary of Local 4752 an amount equal to the Union dues the employee would have paid in his/her incumbent job.

(j) The Union President will be notified of bargaining unit employees who are required to travel outside their normal duties.

(k) Employees who have been removed from the bargaining unit under Article 8:09 (b) and who are subsequently returned by the Company will not directly cause the layoff of a junior employee.

BUMPING PROCEDURE

8:10 1. (a) When work is reduced or not available, the affected employees shall be assigned in lieu of lay-off to the available jobs. This assignment will be carried out subject to Article 8:10 (b) and the senior employee given the highest paid job (i.e. as defined in Article 8:13) for which he/she is qualified under the terms of this Article. During the first scheduled work week following the initial assignment in lieu of lay-off, senior employees may indicate their desire to be reassigned to another job occupied by a junior employee assigned as a result of the same lay-off. The Company will reassign the employees as indicated, providing each employee so affected is qualified under Article 8:10 (b). Such reassignment will take place as soon as reasonably possible and when effected constitute the final arrangement of the work force for that lay-off.

Prior to any proposed bump, the Company will provide the Union with up-to-date master schedules and master seniority lists outlining each employee's job qualifications. At that time, the Company and the Union will meet to discuss the bumping procedure.

Temporary jobs will be canceled at the start of the bump.

Under all circumstances and consistent with Articles 8:05 and 8:10 1 (b) probationary employees will be the first to be laid off.

(b) It is further agreed that any employee assigned in lieu of lay-off by reason of seniority shall comply with Article 8:05 and that the Company shall at all times be able to maintain a working force of employees who have the physical capability, knowledge, skill, ability, efficiency and aptitude to perform the work which is available satisfactorily and efficiently.

(c) An assignment in lieu of lay-off will not prejudice the right of an employee to return to, or the right of the Company to reassign the employee to, his/her incumbent job or to the job he/she last regularly held prior to his/her assignment in lieu of lay-off out of the department in which he/she holds his/her incumbent job through the application of Article 8:10 2 (a) II (ii) (iii) (iv). Except that in application of Article 8:10 2 (a) I, employees holding returning rights to the affected job, prior to the change, shall lose those rights.

Employees cannot have returning rights to more than two (2) jobs - their incumbent job and the last job held in their department under Article 8:10 2 (a) II (ii), (iii) or (iv). If both jobs are available, employees will be returned to their incumbent jobs.

Employees who have rights to return to a job under this provision will return according to their seniority.

(d) An employee, assigned in lieu of lay-off, who has rights to return to a job as stipulated in Article 8:10 1 (c) above will be reassigned within five (5) working days of the time work becomes available on such job provided the job is still available. During this five (5) day period, the employee will be offered the opportunity to return to that job or will be paid the higher rate of the two jobs. Should the opportunity occur on the same shift as the employee is scheduled, if it is offered, he/she will move immediately to the job. Should the opportunity occur on a shift other than the shift on which the employee is scheduled, the Company will not be obligated to offer the opportunity or pay the rate within the twenty-four (24) hours of the time the work on the job becomes available. Should the employee elect to return if the work is offered, he/she will waive his/her claim to overtime premium for any shift change.

2. (a) In the event that the job of an employee or employees

of a department is terminated through:

- (I)** Technological change or through a change in the nature of the Company business, or
- (II)** The production or work schedule of a department is reduced so that a number of employees are not employed on their regular jobs for a period of fourteen (14) calendar days (Departmental shutdowns excepted), the following procedure for assignments in lieu of lay-off in accordance with Articles 8:05 and 8:10 1 (b) shall be followed:
 - (i)** As soon as practical, the Company will prepare a list in descending order of seniority of employees whose jobs are surplus to requirements as a direct result of the decrease in operations in the department and who hold their positions as incumbents or through previous exercise of rights under Article 8:10 2.
 - ii)** These employees must select a job which is held by a junior employee in their department as an assignment in lieu of lay-off.

To select an assignment or be assigned in lieu of lay-off to a job with class rating above 1, employees must have performed such job for at least ten (10) consecutive working days or have successfully completed training on the job or be able to demonstrate that they have the ability to do the essential duties of the job which the Company feels qualifies them to perform the job.

The assignment will be effective at the beginning of the next scheduling period.

- (iii)** The employees displaced through the exercise of Article 8:10 2 II (ii) above must in their turn select a job held by a junior employee in their department. The assignment will be effective at the beginning of the next scheduling period.
- (iv)** The procedure detailed in section (iii) above will be repeated until all employees displaced through this exercise are unable to select a job held by a junior employee in the department.
- (v)** As soon as practical, the Company will then prepare a list in descending order of seniority of employees

displaced through the exercise of 8:10 2 (II) (ii), (iii) and (iv) above.

- (vi) These employees then will have the option of selecting a job which is held by a junior employee in the plant as an assignment in lieu of layoff or be assigned in lieu of layoff to the General Labour Force if such a pool is required.

To bump to a job with class rating above 1, employees must have performed such job for at least ten (10) consecutive working days or have successfully completed training on the job or be able to demonstrate that they have the ability to do the essential duties of the job which the Company feels qualifies them to perform the job.

- (vii) The procedure detailed in section (vi) above will be repeated until all employees displaced through this exercise are unable to select a job held by a junior employee in the plant or have chosen to be assigned to the General Labour Force if such a pool is required.

The assignment will be effective at the beginning of the next scheduling period.

- (viii) Employees displaced through the exercise above and are in the General Labour Force will be assigned according to the procedures outlined in 8:10 1 (a).

- (ix) When an employee is transferred as a consequence of the application of 8:10 2 (a) II (i), (ii), (iii), (iv) (v) and (vi) above (except for employees in the General Labour Force) the job to which the employee is assigned shall constitute his/her incumbency for the purposes of section 10:10 and under the conditions of part I above, shall be considered a permanent assignment.

- (x) For an employee assigned under Article 8:10 2 (a) (II) the rights conferred under Articles 8:10 1 (c) 8:10 1 (d) may be exercised only if the vacancy is expected to exist for a calendar week.

For the purpose of Article 8:10 2 (a), the plant will be divided into the following sections:

- (a) Finishing and Shipping
- (b) Maintenance
- (c) Melt Shop and Concast
- d) Rolling Mill, Hot Shear and Billet Yard
- (e) Roll Shop
- (f) Labs

(b) Employees will lose all their returning rights when they return to their incumbent job as per Articles 8:10 1 (c) and (d) providing they are required to return for other than replacement purposes such as vacation relief, sickness relief, etc. and provided the requirement is in excess of thirty-five (35) days.

(c) When employees are displaced from their incumbent job and select an assignment in lieu of lay-off under Article 8:10 2 (a) (II) (ii), (iii), (iv), (vi), and (vii) then their incumbent job is eliminated through Article 8:10 2 (a) (I), the job selected as their assignment in lieu of lay-off will become their permanent incumbency.

(d) The Company will notify the Union as soon as practical of any cutbacks.

(e) In the event of a permanent or long term closure of a department, the Company will give the Union as much advanced notice as possible. The affected employees of such a closure, in lieu of lay-off and based on seniority, will be given the opportunity to train and become qualified on a job held by junior employees in another department if they so choose. After becoming qualified, they will be given the right to bump the junior employee on the job they had qualified for.

8:11 Seniority shall not apply to (9) Executive Officers of Local 4752. Executive Officers shall consist of the President, Vice-President, Recording Secretary, Financial Secretary and Treasurer, the Chief Stewards of Finishing, Maintenance, Rolling Mill and Melt Shop who are employees of the Company in the case of a general reduction of the workforce. Where it becomes necessary to assign such employees to other jobs in lieu of lay-off, such assignments shall be made subject to 8:10 of this Article. If the department of the Chief Steward is shut down, then the Chief Steward will be subject to lay-off as per Article 8:10.

The total number of such Executive Officers, Chief Stewards and Grievance Committee persons of the Union shall not exceed seventeen (17). The Union will supply the Company with a current

list of such Executive Officers, Chief Stewards, and Grievance Committee persons and will immediately inform the Company in writing of any change therein.

If Union representation would be lacking during a temporary reduction of the workforce, the Union President and the Manager Human Resources or their respective designates will meet to ensure that there is representation during the lay-off period.

8:12 Employees who are laid off shall be recalled in reverse order of lay-off so that the last employees laid off shall be the first to be recalled to perform the work which is available in accordance with Article 8:05.

8:13 "Promotion" as used herein shall mean advancement to a job which carries a higher rate of pay. The rate of pay for any incentive job will be calculated at the standard hourly rate plus any average earning opportunity provided for in the incentive plan.

SPECIAL TRAINING

8:14 The Union acknowledges the right of the Company to place employees without regard to this Agreement for the purposes of providing technical or special training or to prepare such employees for supervisory or administrative positions, provided however, that no such employees shall displace employees already in the bargaining unit. The Company will advise the Union of any such employees hired or selected for such purposes.

MEDICAL REASSIGNMENT

8:15 (a) An employee who has evidenced to the Company's satisfaction that he/she no longer has the physical capability to perform the job on which he/she is employed as a result of age, illness or injury will be assigned to a job consistent with the terms of Article 8:16 provided the Company is satisfied he/she can perform the job.

The Company will provide the Union President with a list of all employees who have submitted applications under this Article.

(b) Requests under (a) must be in writing to the Manager Human Resources and include documentation from a medical practitioner detailing the employee's physical limitations. The Company will immediately advise the Union of such requests and may have the employee examined by its doctor.

(c) When a permanent vacancy arises, the Company will consider all approved requests, award it to the senior, qualified employee and the job will become such employee's permanent incumbency. The vacancy will not be posted under Article 8:15.

- (d)** Employees may exercise the right under (a) once unless
- (i)** their medical condition deteriorates and prevents them from performing such assigned job OR
 - (ii)** such assigned job is eliminated.

(e) Employees assigned to a job under (a) are eligible to post for other positions under Article 8:16.

JOB POSTINGS

8:16 (a) In the event a permanent vacancy occurs within the bargaining unit, the Company will post such job vacancy. The vacancy will be posted by the job title/permanent (i.e.: Billet Yardman/Permanent) on the Bulletin Board for a period of 5 days (beginning at 3:30 pm Thursday). Both qualified and unqualified employees may submit their applications in writing to the Company during the five day period. The Company will then award the position to the senior qualified applicant, or if none have applied, the most senior applicant. Seven days after the original job posting the Company will post the name of the employee awarded the job. A list of the applicants will be provided to the Union President. If the senior applicant is not qualified, the Company will provide training required. Upon successful completion of the training the employee will automatically be assigned the permanent vacancy. In the event that no employees apply for the permanent vacancy the Company may assign the position to the least senior employee in the General Labour Force.

- (i)** If the successful applicant requires training to become qualified, the Company will fill his/her prior position on a temporary basis until the employee has completed 30 working days of training.
- (ii)** During the training period, the employee will be paid 1 job box below the positions' rate. New hire employees will not participate in the applicable incentive program until they complete their probationary period.
- (iii)** Employees that finish the required training will not be able to withdraw from the new permanent job nor bid on their

former incumbent job in the resultant posting.

- (iv) Any employee who has successfully completed training for a job posting will be ruled ineligible for future job postings for a period of twelve months unless such employee bids on a posted vacancy which would result in a direct promotion.
- (v) Employees awarded temporary job postings may bid on permanent postings and, if successful, must satisfy the requirements of the temporary. Such employees will not be allowed to withdraw from the new permanent posting.
- (vi) Postings for the following positions will indicate that the successful completion of testing is required or have a valid applicable license to be the selected applicant:
Industrial Mechanic

- Welder\Fitters
- Fluid Power/Lubrication Technician
- Instrument & Control Technician
- Industrial Electrician
- Roll Turner
- Lab Technicians

(b) Employees absent from work for any reason will have the opportunity to apply for any job posted during such absence within five (5) days of their return to work, as long as the total time absent does not exceed three (3) weeks from the time of the posting period.

(c) If an employee is discharged and there is a resultant Grievance, such employee's incumbency or assignment in lieu of lay-off will be filled by a temporary job posting until there is a final resolution of the Grievance.

(d) When a temporary vacancy occurs with respect to a job in the bargaining unit, such job vacancy will be posted as a temporary job vacancy within 7 days, provided that, in the opinion of the Company, (a) a replacement is necessary, and (b) it then appears that such replacement will be required for a period in excess of thirty (30) consecutive working days. Vacancies that are less than 30 working days do not apply to this section.

Temporary job vacancies will be posted therefore return incumbents will not be returned to fill the job vacancy. The person applying for the position must be fully qualified and readily available to fill the

vacancy.

Where more than one (1) temporary job is in existence for a same incumbency and subsequently there is a reduction in the number of said temporary jobs, the junior employee or employees will be first to be displaced.

Employees may request to have a temporary job canceled if the reason for the continuation of the vacancy is for vacation relief purposes.

(e) For employees bidding on a job within their own department, the successful applicant to a posted job has until the time he/she begins being paid the rate of the job on the 5th day after he/she has been awarded the job to withdraw.

For employees bidding successfully on a job outside their department, the successful applicant to a posted job has until the time he/she begins being paid the rate of the job on the 9th day after he/she has been awarded the job to withdraw.

The above will include employees that require training on a job. If a successful applicant to a posted job subsequently withdraws prior to actually being placed on the vacant job, the Company will select the next most senior applicant who is qualified to fill the job. In the event there are no other qualified applicants, the job will be re-posted.

(f) Employees hired after 2007 (new hires without previous service entitlement) may have been recalled to fill immediate needs or to allow a senior applicant the chance to train elsewhere. Although they are qualified for the purpose of assisting on the schedule they will not be eligible to successfully bid on a permanent vacancy unless they were awarded a break-in on that job. Skills learned through previous employment will not allow them to receive jobs over senior applicants who never had the opportunity to train on the position. Once the employee has successfully been awarded and completed a break-in they will have the opportunity to apply to the job posting as well as begin lines of progression training. The only exception to the above will be if someone is hired into a break-in position because no one in the plant bid on an existing posting and we hired outside of the bargaining unit to fill that need.

LINES OF PROGRESSION TRAINING

8:17 (a) Employees holding permanent incumbencies will have the opportunity to train on lines of progression within their job. However if the company determines additional personnel are required for training purposes a job will be posted as a “break-in” at the entry level position of the required line of progression as per Article 8:16. The Company will then award the training to the senior applicant. The lines of progression will include but are not limited to;

1. Melt Shop Furnace –Steelmaking Utility B, Ladleman, & Refiner.
2. Melt Shop Furnace - 3rd Helper, 2nd Helper and 1st Helper positions.
3. Melt Shop Concast – Steelmaking Utility A, C.O.W. Mould Operator, & C/C group leader, positions.
4. Melt Shop Brick Layers – R&L helpers, builders and group leader positions.
5. Type 1 Cranes – Finishing cranes (9, 12, 14 &15, 21& 22) Rolling Mill cranes (6, 26, 1&5) and Melt Shop cranes (10 & 32, 17 & 18, 24).
6. Type 2 Cranes – (20, 27 & Spell crane).
7. Rolling Mill – Mill Utility, Roll Builders, Assistant Roller B, Assistant Roller A positions.
8. Rolling Mill – Mill Utility, Greaser, 21’ & 16’ pulpit operator positions.
9. 850 Shear – Shear Utility, Weighman & Shear Operator positions.
10. Billet Yard – Yardman and Reheat Furnace
11. Finishing – Inspector B and Inspector A.
12. Shipping – Hooker/Loader, Finishing cranes (9, 12, 14 & 15, 21 & 22).
13. Physical Lab – Lab Utility and Q.A. Technicians.

(b) The Union and the Company agree that our training system must ensure that upon completion the employee will be competent in all relevant aspects of the function including EH&S, QS 9001/TS 16949 standard operating procedures and operational performance. The Company will continue to use the existing training system. The Company will inform the Union Executive in advance of implementing any significant changes to the training system.

(c) The relevant Supervisor and Department Manager will be responsible for assessing the person's competency as well as the completion of their training.

(d) The Mill Utility person will not have rights to both lines of progression as outlined in 8:17 (7) and (8). When a break-in is posted for the Mill Utility a defined training route will be established and the incumbent will follow either training option (7) or (8).

(e) The crane operator break-in outlined in (5) and (6) above must successfully complete training on all cranes listed to be deemed qualified in each department.

(f) To ensure that employees are provided with appropriate and adequate training to perform a new function, the Company and the Union agree to utilize the requirements as defined by the ISO/TS 16949 Standard.

- (1) The joint Company / Union Competency Committee (as defined below) shall determine the necessary competence for personnel performing work affecting product quality.
- (2) The Company shall provide training or take other actions to satisfy these needs,
- (3) The Company shall evaluate the effectiveness of the actions taken,
- (4) The Company shall ensure that its personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the organizations objectives, and
- (5) The Company shall maintain appropriate records of education, training, skills and experience.

Company / Union Competency Committee: The Company and the Union will assign two (2) members each to create a Competencies Committee to review each position's competencies. One of the Union's two members will be the Union President and the other will be the Chief Steward of the department.

CONTRACTING OUT

8:18 (a) The parties agree that the initial manning of the plant has been completed and increased in accordance with the level of

operations. The Company will continue to inform the Union of changes in the manning levels, as operations increase or decrease, and, for the duration of this Agreement, the Company will not contract work out or within the plant while employees who are qualified to perform the work and who are included in the then current manning level are on lay-off or that would result in the termination, or direct or indirect lay-off of such employees.

(b) No contractor or their agents shall be permitted to operate any equipment for production or maintenance purposes that is normally operated by bargaining unit personnel.

(c) The Company will continue to provide training programs to enable bargaining unit employees to acquire needed skills.

Employees as a condition of employment are required to attend training which the Company is required to provide either through customer or legislative requirements as well as to maintain the Company's competitive position.

The Company agrees to meet with the Union prior to such training to advise them of the reasons for the training, the content of the training program and to address concerns to protect current employees who are apprehensive about new technologies being introduced in the workplace.

(d) A "Contracting-out Committee" will be established consisting of three (3) Company representatives and three (3) Union representatives, one of whom will be the Union President. This Committee will meet quarterly, or as required, to discuss issues of mutual concern relative to contracting work out or within the Division.

The Union representatives may make suggestions with respect to contracting work out or within the Division and such suggestion will be considered by the Company.

Engineering will consult with the Manager - Maintenance and the Union members of the Contracting-out Committee collectively on all major Capital projects to assess in-house capability and cost competitiveness.

8:19 Supervisors will not do work beyond their normal responsibilities that are ordinarily performed by employees except for:

(a) Investigation, invention, inspection, experimentation, information, instruction and training of employees.

(b) Emergency work when employees are absent or not available when required. "Emergency" means an unexpected occurrence or combination of circumstances which results in a state that calls for immediate attention including fire, storm, flood, mechanical breakdown or failure or insufficiency of electrical or other power.

Supervisors performing bargaining unit work in the context of Article 8:19 (a) and (b) shall not displace employees who normally perform this work.

8:20 The Company will notify the Union in writing of job postings, assignments to such postings, assignments in lieu of lay-off, lay-offs and/or recalls taking place under this Article.

8:21 Incumbency lists and seniority lists will be given to the departmental chief stewards upon request, but not to exceed 3 times per year.

ARTICLE 9 : WAGES

9:01 (a) Effective April 1, 2016 the Standard Hourly Rate for Job Class 1 shall be increased by an amount equal to the COLA in effect at March 31, 2016. . The Standard Hourly Wage Scale is listed under Article 11.

9:02 On the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class therein shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale.

9:03 Each standard hourly rate established under Article 11 unless otherwise expressly provided in this Agreement, shall be:

- (a)** the established rate of pay for all straight-time hours
- (b)** the established minimum rate of pay for purposes of the guaranteed minimum payment under any incentive plan for any job; and
- (c)** the established hourly base rate of pay under any new or revised incentive applied to the job in accordance with this Article, and the rates of pay shall be adjusted accordingly.

PRODUCTION AND MAINTENANCE JOBS

9:04 Except as otherwise provided herein, the rate of pay applicable under this Agreement 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.

TRADE OR CRAFT JOBS

9:05 Except as otherwise provided herein, the established rate of pay for a trade or craft or apprentice job shall apply to an employee during such time as the employee is assigned to the respective rate classification in accordance with this Agreement.

INCENTIVES

9:06 (a) The existing Incentive Plans:

- (i) Rolling Mill
- (ii) Melt Shop

are the Incentive Plans referred to by this section.

(b) The Company and the Union will establish and maintain an incentive committee. The Union will provide three (3) members including the Union President and one employee from the Melt Shop and Rolling Mill to be on their respective committees. The incentive committees will be responsible for designing and documenting the plans. The Company representative will be responsible for maintaining the signed copies of the plans.

(c) Incentive will be paid on scheduled production hours.

Melt Shop - 7:00 p.m. Monday – 7:00 a.m. Friday

Rolling Mill - 7:00 p.m. Tuesday – 7:00 a.m. Saturday

Incentive will be calculated on an 18 hour day on first day of production in the Melt Shop and on a 20 hour day on the first day of production in the Roll Mill.

The company will adjust the number of hours worked in a day upon consideration of the following:

- Roll Mill runs out of billets from the Melt Shop
- Plant does not have power from outside source
- Crew is sent home early

The Incentive is paid at 49 Prime TPH in the Melt Shop and 34

(rebar) 23 (flats) and 34 (rounds) Prime TPH in the Roll Mill for the two operating departments. Employees working in the following departments will receive 70% of the two operating department plans average except on Monday wherein the company will pay 70% of the incentive rate for the Melt Shop and on Friday the company will pay 70% of the incentive rate for the Rolling Mill:

26 Crane
Chem. Lab Technician (Day Shift)
Q.A. Lab Technician
Roll Shop
Shipping and Finishing
General Labour Force

Employees who are scheduled on 8 hours Monday – Friday for the Melt Shop or Rolling Mill including Maintenance personnel will receive 10 hours incentive for the four production shifts. If a shift is scratched during the week the incentive hours will revert back to 8 hours a day.

Melt Shop (Scrap Yard) Weigh Man will be paid 100% of the Melt Shop incentive.

#6 & 21 Crane will be paid at 100% of the Roll Mill incentive.

#22 Crane will be paid at 70% unless working together with 21 Crane at which time will be paid at 100% of the Roll Mill incentive.

Phys. Lab Utility will be paid at 100% of Roll Mill incentive.

Chem. Lab Technician on shift will be paid 100% of the Melt Shop incentive.

Maintenance employees assigned to a department will be paid 100% the incentive in the department.

Employees who transfer from one department to another during scheduled production hours will receive incentive of the department they are transferred to.

Maintenance employees who are on fire and flood will be paid 100% of the Melt Shop incentive based on a scheduled 12-hour 4-day work week. If an employee is scheduled to work on Sunday they get paid Monday Melt Shop incentive. If they are scheduled to work on Saturday they are paid Thursday incentive.

Fire & Flood RM incentive, Employees scheduled to work Sunday will receive Tuesday incentive, if scheduled to work Saturday they receive Friday incentive.

If an employee is absent on the Saturday or Sunday of any given week they will not receive the incentive for that shift. If the employee works overtime on the Monday or Thursday, incentive paid is paid for 12 hours only. If the employee works in another department where incentive is available they will be paid incentive for that department.

Calculation for Prime Tons for the Rolling Mill – 24 hour formula (20 hours first day of production)

- Prime Tons = Tons Bundled, Warehoused
- YBT's off production
- rejection recalls from held
- customer rejections
- + Prime YBT's released that day

Calculation for Prime Tons in the Melt Shop – 24 hour formula (18 hours first day of production)

- Prime Tons = All billets
- rejection recalls from held
- customer rejections (separations & defects)
- + Prime billets released that day

Incentive Calculation for 5 x 5 Billets - Melt Shop

Effective pay commencing May 29, 2011 the incentive calculation for the 5 x 5 Billets produced in the melt shop will be as follows. Pacing delay time recorded by the 1st Helper when producing 5 x 5 billets will be deducted in calculating the tons per hour.

Example:

5 x 7 billets – 14 heats

1120 tons

TPH 56 @ 20 hours = Incentive paid at \$7.25 per hour

Example:

5 x 5 billets – 10.5 heats

788 tons

TPH 39.4 @ 20 hours = Incentive paid at \$0.83 per hour

5 x 5 billet pacing delay time (162 mins). 1,200 mins – 162 min = 1,038 min or 17.3 hours

Incentive calculation would be based on 17.3 hours vs 20

TPH 45.5 @ 17.3 = Incentive paid at \$3.75 per hour

Example:

5 x 5 billets = 12 heats

900 tons

TPH 45 @ 20 hours = Incentive paid at \$3.33 per hour

5 x 5 billet pacing delay time (180 mins). 1,200 mins – 180 mins = 1,020 min or 17 hours

Incentive calculation would be based on 17 hours vs 20
TPH 52.9 @ 17 hours = Incentive \$6.50 per hour

The incentives will be calculated on a daily basis. Daily calculated incentives obtaining a negative amount will be “0”. Daily incentive numbers will be made available to all employees.

These incentive rates will be in effect for the duration of this collective agreement. If the economic climate is such that the company makes a considerable profit the company and the union executive will meet to discuss the incentive.

9:07 The term “equitable incentive compensation” shall be understood to mean extra compensation over and above the Standard Hourly Wage Rate for the job, in proportion to the actual employee performance required over and above the performance rate of a normal day’s work on the job.

9:08 A normal day’s work is that amount of work that can be produced by an employee qualified for the job when working at a normal pace and effectively utilizing his/her time where work is not restricted by process limitations.

9:09 A normal pace is equivalent to a person walking without load, on smooth, level ground at a rate of three (3) miles per hour.

9:10 All incentive plans in effect as of the date of this Agreement, including all terms relating to the establishment and administration of any such incentive plan, including hourly, piece rates, tonnage, base rates, and guarantee periods shall remain in effect until replaced by mutual agreement of the parties or in accordance with this Article, provided, however, the Company at its discretion may discontinue an existing incentive plan at any time within thirty (30) days following a consecutive three-month period in which the straight time average hourly earnings of employees under the plan are equal to or less than the average of the Standard Hourly Wage Rates for such employees.

9:11 The Company at its discretion may install new incentive plans to cover:

- (a) new jobs;
- (b) jobs not presently covered by incentive application;

(c) jobs where, during a consecutive three-month period, the straight time average hourly earnings of employees under the plan are equal to or less than the average of the Standard Hourly Wage Rates for such employees.

9:12 Any new incentive plans established under this Article shall become effective in the following manner:

(a) The Company will develop the proposed plan (hereinafter called “the proposal”).

(b) The proposal will be submitted to the President of the Union for the purpose of explaining the proposal and arriving at agreement as to its installation.

The Company shall, at such time, furnish such explanation with regard to the development and determination of the proposal as shall reasonably be required in order to enable the Union Representatives to understand how such proposal was developed and determined and shall afford to such Union Representatives a reasonable opportunity to be heard with regard to the proposal

(c) If agreement is not reached, the matter shall be reviewed in detail by designated representatives of the parties for the purpose of arriving at mutual agreement as to installation of the proposed incentive plan.

(d) If agreement is not then reached within fourteen (14) days, unless this period is mutually extended, the proposal may then be installed by the Company and the Union may at any time after thirty (30) days, but within ninety (90) days following installation, file a Grievance alleging that the plan does not provide “equitable incentive compensation”. Such grievance shall be processed in accordance with Article 7 hereof. If the grievance be submitted to arbitration, the Arbitrator shall decide whether or not the plan provides “equitable incentive compensation” and is in accordance with this Agreement.

(e) If the Arbitrator or Arbitration Board decides that the plan does provide “equitable incentive compensation”, the decision of the Board shall be effective as of the date the plan was put into effect. If the Arbitrator or Arbitration Board decides that the plan does not provide “equitable incentive compensation”, then such plan shall be discontinued and the proposal shall be referred back to designated representatives of the parties.

9:13 The Company at its discretion may adjust existing incentive rates, or install new incentive plans to replace existing incentive plans;

(a) When the incentive opportunities are inadequate.

(b) Subject to Article 9:15 when new or changed conditions have resulted from improvements made by the Company in the interest of improved methods or products or from changes in equipment, manufacturing processes or methods, materials processed, or quality, or manufacturing standards.

9:14 Any adjustment of existing incentive rates shall become effective in the same manner, and by the same procedure, as that provided for new incentive plans, in Article 9:12.

9:15 If the Company does not adjust an incentive rate or develop a new incentive plan under the terms of Article 9:13 (b); the Union may process a Grievance in accordance with Article 7 hereof, requesting that the existing incentive rate be adjusted, or that a new incentive plan be installed in accordance with this Article. If the grievance is submitted to arbitration, the decision or award of the Arbitrator or Arbitration Board shall be effective as of the date when the grievance was filed.

9:16 The Company recognizes that wherever new or untried products, methods or changed equipment are implemented or experimented with, earnings opportunity may be reduced. In such instances, the Company will provide equitable incentive compensation. The rolling mill equitable incentive compensation is as defined in Article 9:14 of the Agreement, where it is not so defined for other plans the Company will provide the opportunity based on the previous seven (7) pay periods.

9:17 The Company at its discretion may terminate an existing rate or plan under the conditions set forth in Article 9:13 (b) and shall establish an interim rate to apply for a period not to exceed ninety (90) days which shall not be less than the straight time average hourly earnings of the employees affected for the consecutive three month period immediately prior to such termination and may install a new incentive rate or plan subject to this Article.

TURN PREMIUMS

9:18 A Turn Premium, as hereinafter mentioned, will be paid to hourly and production employees.

(a) (i) For hours worked by an employee on his/her regularly scheduled afternoon turn commencing between 3:00 p.m. and 5:00 p.m., a Turn Premium of fifty (50) cents per hour.

(ii) For hours worked by an employee on his/her regularly scheduled night turn commencing between 10:00 p.m. and 12 midnight, a Turn Premium of fifty-five (55) cents per hour.

(b) The appropriate Turn Premium under (i), or (ii) above shall be paid to an employee who works a full overtime afternoon or night turn as defined therein.

(c) Turn premiums for employees scheduled on twelve (12) hour shift schedules will be paid as follows:

(a) For the last four (4) hours worked by an employee on his/her day shift, a turn premium of fifty (50) cents per hour,

(b) For the first four (4) hours worked by an employee on his/her regularly scheduled night shift, a turn premium of fifty (50) cents per hour,

(c) For the last eight (8) hours worked by an employee on his/her regularly scheduled night shift, a turn premium of fifty-five (55) cents per hour,

(d) The appropriate turn premium under (a), (b) or (c) above will be paid to an employee who works a full overtime day or night turn.

9:19 (a) A premium of one dollar and twenty-five cents (\$1.25) shall be paid to each employee for all hours worked during the twenty-four (24) hour period following the commencement of the day shift on Sunday

(b) A premium of one dollar (\$1.00) per hour shall be paid to each employee for all hours worked during the twenty-four (24) hour period following commencement of the day shift on Saturday.

9:20 Any premium paid pursuant to Articles 9:18 or 9:19 shall not be taken into account in calculating the incentive earnings of any such employee, and shall not be increased by reason of having been earned in overtime.

TRANSFERS

9:21 When an employee is permanently transferred from one job to another, he/she shall be paid the rate of pay applicable to the job to which he/she has been transferred.

9:22 When an employee is temporarily transferred, the following shall apply:

(a) When an employee temporarily changes his/her job because a change in operations eliminates the work he/she was doing, or because the job is no longer available, he/she will receive the rate of pay applicable to the work to which he/she is transferred;

(b) When an employee temporarily changes his/her job to other work at a lower rate of pay because of Company convenience, or due to a scheduled shutdown as referred to in Article 13:07, he/she will be paid the rate of pay applicable to the work from which he/she is transferred;

(c) When an employee temporarily changes his/her job to work at a job with a higher rate of pay, he/she shall be paid the higher rate of pay.

For the purposes of Articles 9:22 (b) and (c) only, "rate of pay" as defined herein includes all actual incentive earnings.

GENERAL

9:23 The wages payable by the Company to any employee shall be computed and paid according to the established practices of the Company existing at the date of this Agreement and the words "hours of work", "days of work", "the normal working day", "the normal working week", "work shifts", "overtime", "time worked" and like expressions appearing in the Agreement shall be read and construed in accordance with such practices.

9:24 The job titles, job classes, and job descriptions established for each department as the basis for determining the pay of its hourly rated employees shall be provided to the departmental chief stewards upon request, but no more than 3 times in any calendar year.

9:25 Any mathematical or clerical errors made in the preparation, establishment, or application of job descriptions, job classifications,

or standard hourly rates shall be corrected to conform to this Agreement.

Pay cheque errors (excluding Grievance settlements) that result in a short pay of fifty dollars (\$50.00) or more, shall be corrected by the issuance of a cheque for the balance as soon as practical upon request to the Human Resources Department.

9:26 The parties agree that any replacement time clock system will provide the employees with daily information showing the date, the employees' clock number and their punching times.

9:27 The Company will make available to all employees a detailed summary of their earnings/deductions for a pay period. The summary may be obtained through the Payroll Administrator.

COMBINED JOB

9:28 A special allowance will be paid for hours worked on a "Combined Job" where the description and classification established for such complies with the following:

A) Definition

A "Combined Job" must meet each of the following:

- (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 duty(ies) of the terminated job(s) is incorporated into the primary duty(ies) of the new description for the "Combined Job"; and
- (iii) an employee(s) is permanently displaced from the job(s) being terminated as a direct result of the combination; and
- (iv) the incorporation of the primary duties of the terminated job(s) results in a significant change in the job content of the "Combined Job".

B) Rate of Pay

In the event of a job or assignment combination within the same job box, the employees affected by such combination will be paid the rate of the next higher job box.

C) If job combinations are created, the incumbents of the jobs being combined who are not displaced under Paragraph A (iii)

above, will be offered training to perform the combined duties. However, they shall not be displaced if they fail to perform the combined duties to the Company's satisfaction. After the date of the modifications, any subsequent postings will include all aspects of the modified job and the successful bidder(s) on the job will have to be deemed qualified on all aspects of the modified job.

ARTICLE 10 : HOURS OF WORK

10:01 The establishment of work schedules and the calculation of payment for overtime work shall be made on the basis of the provisions in this Article, but nothing in this Article shall be read or construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

10:02 The normal work week shall be five eight (8) hour shifts or a maximum of four (4) twelve (12) hour shifts.

10:03 It is recognized that some operations of the Company are carried on the basis of a continuous operation and that others are carried on the basis of work schedules which under prevailing practices regularly commence on Monday. Work schedules will regularly provide opportunity for consecutive days off.

The Union agrees that the Company may schedule and reschedule its operation from time to time because of breakdowns or other conditions beyond the control of the Company or because of the requirements of the business of the Company. It is further agreed that the determination of the starting times of regular turns and the determination of daily or weekly work schedules shall be made by the Company.

In the event 12 hour shifts are discontinued for any reason, a schedule which complies with the collective Agreement will be implemented.

10:04 In accordance with present practices, the calendar week shall be deemed to commence at 7:00 a.m. on Sunday and end at 7:00 a.m. on the following Sunday for employees engaged on work scheduled on the basis of continuous operations.

10:05 In accordance with present practices, for those employees not engaged on work scheduled on the basis of continuous operations, the calendar week shall be deemed to commence 7:00 a.m. Sunday and end at 7:00 a.m. the following Sunday.

10:06 (a) The Company shall not make arbitrary changes in work schedules and any changes deemed necessary shall be posted or otherwise made known to employees in accordance with prevailing practices and in any event to the plant representatives of the Union as far in advance as possible or practicable.

(b) Schedules of work for the following week including Maintenance, will be posted on the notice boards by 2:00 p.m. Thursday. For any department working 12 hour shifts Monday-Thursday work schedules for the following week will be posted on notice boards by 2:00 p.m. Wednesday. Subsequent changes may be necessary but will be kept to a minimum. If employees' schedules are changed while they are on vacation, the Company will attempt to notify them at their address on the Company's records.

The Company may change schedules at any time, provided, however, that where an employee's schedule is changed after 2:00 p.m. Wednesday or Thursday of the week preceding the calendar week in which the change is to be effective, he/she shall be entitled to overtime rates for straight time hours worked on his/her first scheduled working day in the calendar week in which the schedule change is to be effective. This provision shall not apply where any change in schedule arises from:

1. The assignment of an employee to a job arising out of the application of Articles 8:06, 8:07, 8:08 and 8:10; or
2. The assignment of an employee to a short term promotion that necessitates a shift change; or
3. Any change in schedule requested by an employee; or
4. The assignment of an employee to a posted vacancy as per Article 8:16, or
5. Any change in schedule due to a breakdown or unscheduled repair.
6. Any change in schedule necessitated by an employee booking off work or returning to work from injury or illness. Unless the change commences after the start of the work week (Sunday) resulting in a shift change.

(c) As far as practical, work schedules for employees assigned to shift work shall provide opportunity for rotation of shifts.

(d) Seniority weighted schedules will apply to the Rolling Mill/Hot Shears, Straightening Machine Operators/Helpers and Finishing Hookers and be revised when permanent job postings or permanent assignments in lieu of lay-offs take place.

(e) The Company will provide the Union with model crewing schedules as requested by the Union, but not more than 3 times in any year.

(f) When the Rolling Mill and/or Melt Shop operates on a regular schedule of three (3) crews - eighteen (18) shifts, it is understood that a weekly schedule will apply allowing for consecutive days off each week with each crew working (5) regular and one (1) scheduled overtime shift. Additional shifts of overtime, if required, will be occupied on a voluntary basis. Should the Company not be able to secure sufficient qualified employees, it retains the right to assign employees to perform the necessary work. The Company will assign overtime required to the employee(s) in accordance with Article 10:10(f).

(g) An employee may be required to work past his regularly scheduled hours of work if an emergency situation arises. An emergency situation is defined as the following:

- Major mechanical or electrical breakdown
- Unforeseen events such as fire, flood, accident, injury, or when the safety of an employee is in jeopardy.
- Hot spots appearing in furnaces, ladles and/or tundish.
- The need to carry out urgent repair work to plant or equipment (applies to maintenance personnel only).
- Natural disasters
- Act of God
- Furnace, ladle & tundish boiler plate failure (i.e. steel going through)
- Caster or strand breakouts.

In the Melt Shop, if a heat is started in the Arc Furnace within 3 hours of the scheduled end of the shift, and the following shift is not manned for production, completion of the casting process will not be deemed an emergency. This time is contingent upon current technology, should the technology advance, the Company will inform the Union Executive of the new time for the last heat to be started.

OVERTIME

10:07 Overtime rates shall be paid for all hours worked by an employee who is on an eight (8) hour schedule:

- 1. (a)** in excess of eight (8) hours, or ten (10) hour shifts, in any twenty-four hour period and that employees scheduled on twelve hour shifts will receive overtime for all hours in excess of twelve in a twenty-four hour period commencing with the time the employee begins work in any calendar day provided provision (b) has been met, otherwise hours worked will be at straight time.
- (b)** in excess of forty (40) hours in any calendar week;
- (c)** on any Statutory Holiday referred to in Articles 12:01 and 12:02;
- (d)** hours worked on the 6th or 7th working day of a calendar week during which work was performed on five (5) other working days except if an employee's schedule is changed because of conditions over which the Company has no control;

When production operations in the Melt Shop and/or Rolling Mill are regularly scheduled from 7:00 a. m. Monday to 7:00 a. m. Saturday (15 turns), the sixteenth and seventeenth shift worked on either the preceding Sunday or the following Saturday will be paid at overtime rates:

- (e)** time worked before his/her regular starting time when an employee is called in or is notified that he/she is required to work before the regular starting time of any shift of eight (8) hours, ten (10) hour shifts or twelve (12) hour shifts;
- (f)** time worked after his/her regular quitting time when an employee is held after the quitting time of any shift of eight (8) hours, ten (10) hour shifts or twelve (12) hour shifts;
- (g)** time worked if an employee is notified after he/she has left the plant that he/she is required to work on a shift other than his/her scheduled shift, or on his/her day off. This provision shall not apply in the case of conditions

which require the rescheduling of all employees working on a unit in the department.

- (h)** time worked if an employee is notified while in the plant that he/she is required to work on his/her scheduled day off, provided however, that this provision shall not apply in the case where the employee's schedule is changed to another shift or to a new working schedule which provides an alternative day(s) off and such change in schedule is in accordance with Articles 10:06 and 10:14.
- (i)** overtime hours worked on a Statutory Holiday in excess of those covered by Article 10:07 (c) will be paid at double the regular rate of pay.
- (j)** hours for which Union Officers are scheduled but released from work in order to perform Union business will count towards the forty (40) hour work week in applying Paragraphs 10:07 (b) and 10:07 (d).
- (k)** hours not worked but paid for Statutory Holidays will count when applying Paragraphs 10:07 (b) and 10:07 (d).

2. Overtime rates will apply to employees working twelve (12) hours shifts as follows:

- (a)** For hours worked in excess of twelve (12) hours in any twenty-four (24) hour period commencing with the time the employee begins work in any calendar week;
- (b)** For hours worked in excess of employees scheduled hours of work in a calendar week (i.e. generally, overtime will be paid over 36 hours, or 44 hours as scheduled any particular week. However, employees who do not report for a shift in any week for any reason, will not be paid overtime until they have worked at least the equivalent of their full 36, or 44 hour schedule, as applicable).
- (c)** For scheduled hours of work on any Statutory Holiday referred to in Articles 12:01 and 12:02;
- (d)** For hours worked before the employee's regular starting time when the employee is called in or is notified that he/she is required to work before the regular starting time of any shift of twelve (12) hours;

- (e) For time worked after an employee's regular quitting time when the employee is held after the quitting time of any shift of twelve (12) hours;
- (f) Hours worked in excess of twelve (12) hours on Statutory Holidays will be paid at double time.
- (g) Hours worked on a Statutory Holiday that are normally overtime will be paid at double time.
- (h) Hours worked on a Statutory Holiday if it is a regular scheduled day off will be paid at double time.

10:08 The hours for which Statutory Holiday allowance is paid as provided in Articles 12:01 and 12:02, shall be hours worked in computing overtime on a weekly basis, provided the employee was normally scheduled to work such hours.

If an employee's weekly schedule for the work week in which the Statutory Holiday is observed is changed from what he/she would have been scheduled to work during such work week, and as a result of such change in schedule, there is a dispute as to whether the employee would have normally been scheduled to work such hours, such dispute shall be resolved on the basis of the employee's weekly schedule worked during the work week immediately preceding the work week in which the Statutory Holiday is observed.

10:09 (a) So far as practical, overtime on a job shall be equally divided among employees who are incumbents on the job. For the purpose of this Article (10:10), those who have been awarded a temporary job posting will be considered incumbents.

Justified seniority and non-incumbent working overtime grievances will be resolved by paying the Grievor one-half the number of hours worked times the respective wage rate plus incentive; however, if in any one department, more than two (2) successful overtime grievances are experienced in a calendar quarter, any further grievances in the quarter will be paid at the number of hours worked times the respective wage rate plus incentive earned during those hours on the job.

(b) Employees transferred through promotion or Article 9:21 will be considered on their incumbent job for overtime purposes.

(c) If incumbents return to their jobs under Article 8:10 (c) or **(d)** as a result of another employee being transferred under Article

9:21, they will be considered for overtime on their assignment in lieu of lay-off.

(d) Any overtime work created through the absence of an incumbent employee will be assigned to another incumbent employee provided that the "Procedure for Reporting to the Company" has been followed.

(e) In the event there is not a successful applicant to a job posting under Article 8:16, the Company may make a temporary assignment to the job. Should the assignment be for a period in excess of thirty (30) continuous days, the employee will be considered an incumbent for the purposes of this Article (10:10).

(f) On statutory holidays only when full production is scheduled, non-incumbent employees assigned to a job in a department may work on their assigned job and shift provided that it is part of their five (5) day work week.

(g) When the Company schedules production on the downshifts in the Melt Shop, non-incumbent employees assigned to a job for the week may work on such job during such shifts providing that the Melt Shop remains with the existing overtime scheduling system.

ADMINISTRATION OF OVERTIME

10:10 The following will govern overtime administration:

(a) When incumbents are absent for illness, compensation, vacation or light duty for more than thirty (30) days, they will be charged with the average total overtime for the incumbent group during the absence upon their return.

(b) When employees become or return to be an incumbent, they will be slotted at the average total overtime of the incumbent group.

(c) When employees are absent on Union Business and offered an overtime opportunity, they will be considered to have refused.

(d) At the end of each calendar year, the overtime hours will revert to zero in all departments.

(e) Average total overtime will include "red" eights.

(f) When overtime is needed in a department the overtime

will be posted on a sign-up sheet, each department's current procedures of sign-up sheets will from hereinafter form part of the procedure and the following steps will be used as guidelines for allocation purposes;

1. Overtime will be given to low man hours (as per AS400) on the sign-up list.
2. If 2 or more employees have the same hours the most senior qualified employee will be given the overtime.
3. If no one signs the overtime sheets the Company will then give the opportunity in the following order:
 - to the incumbents with low man hours
 - senior qualified employees currently performing the function
 - senior qualified employees within the department
4. If the Company calls or asks an incumbent or a qualified employee to fill an overtime vacancy and the employee declines the overtime at the time of the call then the Company may proceed on through the procedure and that employee forfeits all rights to that overtime on that job that day.
5. If an employee is called at home and they have voicemail, the Company will leave a message and the person will have one (1) hour to call back indicating whether they will work or not. If no call is returned after one (1) hour, or the employee does not have voice mail, the employee will have been deemed to have refused.
6. If an employee changes their mind after the Company called or asked them, they must wait until the Company has completed steps one (1) through five (5). If the overtime is still available, they will be eligible for that overtime.
7. If the overtime cannot be filled within the above steps then the Company may then fill the position with a qualified employee in the department on shift but the Company must then follow the above steps to fill the position that the person is being moved from.

CONSENT TO OVERTIME AVERAGING

10:11 The parties agree that existing schedules requiring employees to work in excess of forty-four (44) hours in seven (7) consecutive days allow employees a greater benefit than those provided under the Ontario Employment Standards Act. As a result, the Union consents to average the hours of work by employees over continuous periods of four (4) consecutive weeks and supports an application to the Director of the Employment Standards Branch for approval.

**IN THE MATTER OF CERTAIN
AGREEMENTS MADE PURSUANT TO
THE EMPLOYMENT STANDARDS ACT, 2000
S.O.2000,C41**

**BETWEEN:
HAMILTON SPECIALTY BAR CORPORATION,
(The “Employer”)**

**- and—
UNITED STEELWORKERS (USW) and Its Local 4752
(the “Union”)**

WHEREAS the Employer and the Union are desirous of reaching certain agreements with respect to the application of the Employment Standards Act, 2000 (the “Act”) to the employees represented by the Union at the Employer’s Specialty Bar Plant in Hamilton, Ontario; **NOW THEREFORE** it is agreed as follows:

The Union, on behalf of all employees of the Employer in the bargaining unit and on behalf of itself agrees:

The Employer may permit an employee to work hours in excess of the employment standard set out in Section 17(1) of the Act provided such employee will not work more than sixty (60) hours in a work week. This consent constitutes the agreement of the employee required by Section 17(2) of the Act.

An employee will not be required, on a mandatory basis, to work more than 48, hours in a calendar work week. They may, however, volunteer to work up to a maximum of 60 hours in a calendar work week.

12 HOUR SHIFTS – General Plant

10:12 This article sets out the conditions for the implementation of a twelve (12) hour shift for employees presently assigned to eight hour shifts.

1. The 12 hour shift schedule may be started or discontinued at any time by the Company, with the obligation to provide advanced notice to the Union. The Company and the Union will meet to discuss the reasons for starting or discontinuing twelve (12) hour shifts.
2. At the time of any public election, employees will be required to utilize the advance polls made available by the government as much as possible. Any employees unable to do so will be allowed to vote during regular working hours only on the basis of a schedule provided by the Company.
3. The Company will schedule training on the scheduled day off for the 36 hour weeks and one hour before the night shift for communications meetings, insofar as practicable. However, the Company reserves the right to schedule training and communications meetings at any time, when required.
4. Vacations will be scheduled by calendar week. The vacation scheduling system will not change for the life of this agreement, and will remain as it is now from the standpoint of employees receiving the full calendar week off for booked vacation and will be charged by calendar week of their entitlement according to the Collective Labour Agreement. For example, an employee with 5 weeks' vacation will continue to select vacation as they did last year and will be provided with 5 calendar weeks off as they did last year.
5. Shift exchanges will have to be pre-authorized and will only be allowed with people from the crews on their days off. In no circumstances can they result in any person working more than the Ministry of Labour standards.
6. Production schedules, when practical, will be carried out on a continuous basis with curtailment of operations for equipment maintenance scheduled to fit the production schedule in a manner that provides for the most efficient

utilization of resources. For incentive calculation purposes, time taken for equipment maintenance will be considered non-standard and when approved will be paid for at the standard hourly rate. In addition to the foregoing, the following Articles of the current Agreement will be amended as indicated with the application of twelve (12) hour shift schedules.

MEAL ALLOWANCE

10:13 Employees who work more than three (3) consecutive hours overtime after having worked a scheduled shift of eight (8) hours will be paid a \$8.50 meal allowance as part of their regular pay.

REPORT IN PAY

10:14 (a) When an employee has been scheduled or notified to report to work and upon arrival at the plant finds that the work on which he/she is usually employed is not available for at least four (4) hours then, unless the Company has notified him/her as provided in paragraph (c) of this Article by noon (12:00pm) that his/her services will not be required and 2 hours before the start of a day shift, he/she shall receive four (4) hours pay at the rate applicable to the work for which he/she was scheduled or notified to report, subject however, to paragraphs (b), (c), and (d) of this Article.

(b) If such employee is offered other work than that on which he/she is usually employed, he/she shall perform such other work for a period of four (4) hours at the rate of pay applicable to the work for which he/she was scheduled or notified to report and shall continue to perform such other work for such further period to the end of the shift as the work may be offered, but only at the rate of pay established for such other work. If he/she refuses to work for such period of four (4) hours after his/her arrival at the plant, he/she shall not be entitled to receive the four (4) hours pay as provided in paragraph (a) in this Article. No employee shall refuse offered work if it will result in the closing down or serious impairment of a major segment of the Company's operations.

(c) An employee shall not be entitled to receive the four (4) hours' pay as provided in paragraph (a) of this Article unless he/she has recorded with the Human Resources Department of the

Company the address at which he/she currently resides and a telephone number at which he/she may be called, and notice for the purpose of this Article shall be sufficiently given if given at such address or by telephone to such telephone number.

(d) The provisions of paragraph (a) of this Article shall not apply if work is not available because of conditions over which the Company has no control, including fire, storm, flood, mechanical breakdown or failure or insufficiency of electrical or other power. The Company will make reasonable efforts to notify employees involved.

CALL IN PAY

10:15 (a) When it is necessary to require an employee to report for work by special notice given to him/her outside the plant, then a minimum of four (4) hours work will be provided at the rate of pay applicable to the work for which he/she was required, and if such work be not provided then such employee shall be paid for four (4) hours work at such rate.

(b) An employee called within one (1) hour of the start of a regular shift shall receive one hour's pay at straight time rates provided he/she reports for work in within one (1) hour of receiving the phone call.

10:16 An employee shall not be required to take time off to offset overtime worked or to be worked, but it shall not be considered "time off to offset overtime" when an employee loses time by reason of a change to another shift or a new working schedule. Wherever possible an employee will be given twenty-four (24) hours notice of a shift change.

10:17 Lunch periods shall be as follows:

(a) The Company will provide a lunch period of thirty (30) minutes and such lunch period will be scheduled within the middle four (4) hours of the regularly scheduled shift.

(b) For shifts of eleven (11) or more consecutive hours the Company, which, for clarity, include eight (8) hour shifts with three (3) or more overtime hours, will provide two (2) lunch periods, each not less than thirty (30) minutes and such lunch periods will be scheduled between the 3rd and 5th hour of the regularly scheduled 8 hour shift and the 8th and 10th hour of the regularly scheduled 12 hour shift.

(c) The granting and scheduling of lunch periods is subject to the needs of particular operations, however at no time will an employee be required to work for longer than five (5) consecutive hours without a lunch period of at least thirty (30) minutes.

10:18 The following jobs are spelled:

Heater

16" & 21" Mill Pulpit Operator

Mill Utility person

Shear Operator

Mill Weighman

Shear Utility

#10, 17 & 18, 24, 20 & 27 Crane Operators

#1 & 5, 6, 9, 12, 14 & 15, 21 & 22, 26 Crane Operators

1st Helper "D" Furnace

2nd Helper "D" Furnace

Refiner Operator

Ladleman

Concast Group Leader

Mould Operators

C.O.W. Operators

10:19 An additional fifteen (15) minute spell in each half of the shift will be provided to the #21 Crane Operator by manning same with another crane operator.

10:20 There shall be no lockout by the Company and there will be no strike, slowdown, stoppage of work, sit down or any other interruption of work or interference with production by any employee or employees and no official of the Union shall call or sanction or encourage any such strike, slowdown, stoppage of work, sit-down, or other interruption of work or interference with production while this Agreement is in effect.

EXTREME HEAT

10:21 When the temperature is forecast to be 26 degrees centigrade or higher, the Company will provide the Melt Shop-Concast with (1) Steelmaking Utility Person and the Rolling Mill-Hot Shears with two (2) Utility Persons for additional relief on hot jobs. The parties will meet during the first week of May each year to discuss the proper implementation of this Paragraph.

These jobs will be posted and scheduled during peak heat times and based on production requirements in each area.

ARTICLE 11: STANDARD HOURLY WAGE SCALE

Cost of Living Allowance as at March 31, 2016 rolled in April 1, 2016.

Job Title	Class	Rate 2016	Rate 2017	Rate 2018
Labour	1	23.395	23.395	23.395
Utility Tech	2	24.183	24.183	24.183
Service Tech	3	24.971	24.971	24.971
Operating Tech I	4	25.759	25.759	25.759
Operating Tech II	5	26.153	26.153	26.153
Maint. Tech	6	27.335	27.335	27.335
Sr. Oper. Tech	6	27.335	27.335	27.335
Sr. Maint. Tech	7	27.926	27.926	27.926

Hourly wage scale and Incentive Rates will remain in effect until March 31, 2019.

INCENTIVE TABLE

Melt Shop Daily Incentive 100% = 49 TPH

Roll Mill Rebar Daily Incentive 100% = 34 TPH

Roll Mill Flats Daily Incentive 100% = 23 TPH

Roll Mill Rounds Daily Incentive 100% = 34 TPH

Above Incentive Target TPH when met will pay per hour at rates listed below.

	2016		2017		2018	
	TPH	Rate	TPH	Rate	TPH	Rate
MS	49	\$8.05	51	\$8.80	53	\$9.55
RM-Rebar/Rounds	34	\$8.05	36	\$8.80	38	\$9.55
RM-Flats	23	\$8.05	25	\$8.80	27	\$9.55

WAGE STRUCTURE

POSITION	JOB CLASS
FIRST HELPER	6
SECOND HELPER	3
THIRD HELPER	2
CONCAST G.L.	6
MOULD OPERATOR	5
C.O.W.	5
REFINER OPER.	6

LADLEMAN	4
CONCAST UTILITY	5
MELT SHOP UTILITY	4
TUNDISH SLIDEGATE	3
R/L BUILDER G.L.	4
R/L. BUILDER	3
R/L BUILDER HELPER	2
20 & 27 CRANE OPER.	5
10 CRANE	5
17&18, 24 CRANE OPER.	3
SPELL CRANE OPER.	3
MELT SHOP WEIGHMAN	4
TOWMOTOR OPER.	2
ASST. ROLLER A	6
ASST. ROLLER B	5
16" PULPIT OPER.	4
21" PULPIT OPER	4
MILL UTILITY PERSON	4
COORDINATOR ROLL SHOP	6
ROLL TURNER	5
ROLL BUILDER	4
1 & 5 CRANE OPER.	3
GREASER	3
SHEARMAN	4
MILL WEIGHMAN	3
SHEAR UTILITY	3
6 CRANE OPER.	3
26 CRANE OPERATOR	2
REHEAT FCE ATTNDT	4
BILLET YARD PERSON	3
CHEM LAB TECH	4
PHYSICAL LAB TECH	3
QUAL. ASSUR. TECH	3
EXPEDITOR	3
INSPECTOR A	3
INSPECTOR B	2
STRAIGHTENER	2
SAW OPERATOR	2
HOOKER LOADER	2
FINISHING CRANE 9, 14 & 15	2
FINISHING CRANE 21 & 22	2
MECHANICAL G.L.	7

WELDER/FABRICATOR	6
IM LUBE HYDR. TECH	7
INDUSTRIAL MECHANIC	6
INDUSTRIAL MACHINIST	6
INDUSTRIAL ELECTRICIAN	6
IE CONT. TECH.	7
GENERAL LABOUR	1

ARTICLE 12 : STATUTORY HOLIDAYS

12:01 All employees shall receive pay for Christmas Day computed in accordance with Article 12:04 hereof.

12:02 Employees shall receive pay for:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Easter Sunday
- (e) Victoria Day
- (f) Canada Day (July 1st)
- (g) Civic Holiday
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Boxing Day
- (k) Christmas Eve Day

12:03 In order to be entitled to pay for the Statutory Holidays listed in Article 12:02 hereof, an employee must have worked throughout his/her complete last scheduled shift immediately prior to such Statutory Holiday and throughout his/her complete first scheduled shift immediately following such Statutory Holiday, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02) or verified illness. Payment will be made only for the first Statutory Holiday occurring in any period of verified illness or injury.

12:04 The pay provided for in this Article shall be equal to eight times or twelve times the average hourly earnings earned by such employee during the preceding pay period.

12:05 If an employee who qualified for Statutory Holiday pay under this Article is scheduled to work and works a full shift on any such Statutory Holiday then he/she shall be paid, in addition to such

Statutory Holiday pay, for the time worked on such day at overtime rates as defined in Article 10:07 of this Agreement.

12:06 (a) An employee who works on a Statutory Holiday shall work the full shift for which he/she has agreed to work; otherwise he/she shall lose his/her Statutory Holiday pay, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02), or verified illness or verified injury.

(b) For the purpose of Articles 12:03 and 12:06 for a special allowance only, the Company will allow up to one hour lateness per turn for acceptable reason.

12:07 The Statutory Holiday shall be deemed to commence at 7:00 a.m. on the day of the holiday and end at 7:00 a.m. on the day following the holiday, unless some other twenty-four (24) hour period is mutually agreed upon.

12:08 If a Statutory Holiday falls within an employee's scheduled vacation period the employee shall receive an extra day's pay equal to the amount of his/her Statutory Holiday pay provided that he/she works his/her complete last scheduled shift immediately prior to his/her vacation and throughout his/her complete first scheduled shift immediately following his/her vacation, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02), or verified illness or verified injury, but shall not be entitled to an extra day's vacation.

12:09 The following will apply for hours worked on a Statutory holiday:

- 1)** Time worked in excess of eight (8) hours on a Statutory Holiday, for employees so scheduled, and time worked in excess of twelve (12) hours on a Statutory Holiday, for employees so scheduled, will be paid at double time.
- 2)** Hours worked on a Statutory Holiday which are normal overtime hours as defined in Article 10:07 will be paid at double time.
- 3)** Hours worked on a Statutory Holiday if the Statutory Holiday was scheduled as a regular scheduled day off will be paid at double time.

- 4) Double time will not be paid if the hours worked were considered a regularly scheduled shift.

12:10 For the purpose of the following Statutory Holidays only:

New Year's Day
Good Friday
Easter Sunday
Canada Day
Civic Holiday
Labour Day
Christmas Day

overtime will be voluntary. Should the Company not be able to secure sufficient qualified employees, it retains the right to assign employees to perform the necessary work. The Company will assign the overtime required to the employee(s) with the least amount of overtime who would normally be scheduled to work.

ARTICLE 13 : VACATION WITH PAY

13:01 (a) Effective January 1, 2016 and continuing for the duration of this Agreement, employees who have not completed one year of continuous employment with the Company on the 30th day of June in any year shall be entitled to a vacation with pay allowance to May 31st subject to the qualifications therefore and deductions there of the current Employment Standards Act of the Province of Ontario and the regulations established thereunder as the same are in force at the date of this Agreement. The vacation entitlement shall be pro-rated at the rate of two (2) days for each ten (10) weeks of service.

(b) Vacation pay allowance for all vacations will be calculated from the first pay period ending in June to the last pay period ending in May of the following year. The calculations will include all gross earnings including provisions set out in the ESA as well as vacation money earned over the period noted above.

(c) Effective January 1, 2016, and continuing for the duration of this Agreement, employees who have completed one (1) full year of continuous employment on June 30th in any year will receive two (2) weeks vacation with pay allowance equal to 4% of their twelve (12) months earnings as in (b) above.

(d) Effective January 1, 2016, employees who have completed five (5) years continuous employment on June 30th in any year will

receive three (3) weeks vacation with pay allowances equal to 6% of their twelve (12) months earnings as in (b) above.

(e) Effective January 1, 2016, employees who have completed nine (9) years continuous employment on June 30th in any year will receive four (4) weeks vacation with pay allowance equal to 8% of their twelve (12) months earnings as in (b) above.

(f) Effective January 1, 2016, employees who have completed fourteen (14) years continuous employment on June 30th in any year will receive five (5) weeks vacation with pay allowance equal to 10% of their twelve (12) months earnings as in (b) above.

(g) Effective January 1, 2016, employees who have completed twenty-two (22) years continuous employment on June 30th in any year will receive six (6) weeks vacation with pay allowance equal to 12% of their twelve (12) months earnings as in (b) above.

(h) Effective January 1, 2016, employees who have completed thirty (30) years continuous employment on June 30th in any calendar year will continue to receive seven (7) weeks vacation with pay allowance equal to 14% of their twelve (12) months earnings as in (b) above.

(i) In addition to the above vacation pay allowance schedule, employees will receive 20% or 25% of their vacation pay allowance to be added to the vacation pay allowance entitlement. Employees hired after the last pay period ending in May in any calendar year will not be entitled to the 20% and/or 25% vacation pay allowance even though they may have been hired prior to the 30th day of June.

Such vacation pay allowance will be paid according to the following schedule: 25% will be paid for the months of January, February, March, April, November and December. 20% will be paid for the months of May, June, July, August, and September and October.

Employees who retire between the ages of 55 to 65 under the Pension Plan will qualify for the 20 or 25% vacation pay allowance. The following are the guidelines:

- (a) The employee must be working or commencing vacation January 1 of that year to qualify;
- (b) Employees actually taking vacation prior to their

retirement will qualify for the 25% if the vacation falls in January, February, March or April.

- (c) Employees retiring and receiving a lump sum vacation payment without taking time off will receive the 20% only.

In order for an employee to qualify for the 20 or 25% vacation pay allowance, he/she must be in the Company's employ on June 30 of that year and have been hired prior to the last pay period ending in May.

(j) Where an employee, having completed one (1) full year of continuous employment on June 30th in that year, has been absent from work during the twelve (12) months preceding May 31st due to compensable accident or verified illness, or verified injury, for a period or periods exceeding thirty-five (35) working days in total, the vacation pay allowance for each week of regular vacation entitlement actually taken shall not be less than forty (40) times the straight time applicable wage rate applicable to the job of which the employee is incumbent at May 31st. For each vacation week not taken in the year, the employee will receive vacation pay allowance of two percent of his/her twelve (12) months earnings calculated as in (b) above. It is provided that an employee receiving his/her vacation pay allowance herein does not receive a 20% and/or 25% vacation pay allowance under Article 13:01(i). Any employee qualifying under this Article shall receive the greater of any monies calculated as above or by the regular calculation.

k) Vacation year shall mean a calendar year January 1st to December 31st inclusive. A vacation week shall mean a week as defined in Articles 10:04 or 10:05 whichever is applicable at the time the vacation is taken.

13:02 Effective January 1, 2016 and continuing for the duration of this Agreement an employee 61 years of age and with 25 years or more of continuous employment shall be entitled to an annual lump sum payment in addition to his/her regular vacation entitlement under Article 13:01 in accordance with the following schedule on the basis of his/her age and continuous employment as of June 30th in any year:

Age 61 - 1 week vacation with pay equal to 2% of 12 months earnings as in Article 13:01 (b)

Age 62 - 2 weeks vacation with pay equal to 4% of 12 months earnings as in Article 13:01 (b)

Age 63 - 3 weeks vacation with pay equal to 6% of 12 months earnings as in Article 13:01 (b)

Age 64 - 4 weeks vacation with pay equal to 8% of 12 months earnings as in Article 13:01 (b)

Age 65 - 5 weeks vacation with pay equal to 10% of 12 months earnings as in Article 13:01 (b)

An employee retiring at age 65 who would otherwise qualify for a vacation with pay allowance and an annual lump sum payment of 5 weeks equal to 10% of 12 months earnings according to Article 13:01 (b) will receive vacation pay allowance pro-rated on his/her twelve months' earnings as in Article 13:01 (b).

As an example of the paragraph above, an employee who retires at age 65 on December 31 with more than thirty (30) years of continuous service will receive 24 % of his/her earnings from the first pay period ending in June to December 31.

13:03 An employee terminating his/her service with the Company by reason of resignation or discharge shall receive vacation pay in accordance with the current Employment Standards Act of the Province of Ontario and the regulations established thereunder. This Article will not apply to employees who retire through age or disability.

13:04 The Company will continue its current system of vacation scheduling and will schedule two (2) weeks of vacation during:

2017 – May 14th to September 30th inclusive

2018 – May 13th to September 29th inclusive

2019 – May 12th to September 28th inclusive

for employees having five (5) years of service or more. If conditions beyond the Company's control prevent this commitment, the parties will discuss alternative arrangements.

The Company will advise the Union of vacations taken by employees upon request from the Union but no more than 3 times per year.

13:05 When a department is completely shut down all employees qualifying for vacations with pay may be required by the Company to take their vacations during any such shutdown period, but the

Company will discuss the matter with the Union prior to requiring such vacation to be so taken. In cases where the length of the vacation is greater or less than the shutdown period the Company will endeavour to make satisfactory arrangements.

13:06 (a) The company will meet with the chief steward of each department every November to discuss vacation criteria for the following year. Items to be discussed include the manpower calculation, shutdown requirements and departmental rules including GLF allocation.

(b) The time at which the vacation of any employee shall be taken shall be prescribed by the Company but the Company shall post the shutdown period, if any, before vacation selections are made. Subject to the current Employment Standards Act of the Province of Ontario, employee vacations, to which an employee is entitled, must be taken by employees during the calendar year.

13:07 Employees will not be required to work during their scheduled vacation unless an emergency situation develops within the Company which requires the retention and/or the recall from vacation. The Company will give preference to departmental shutdowns in the months of July, August and December of each calendar year depending upon operational considerations.

Employees required to work during their vacations will be scheduled to take working time off equal to the number of hours actually worked during their vacations. The Company will notify the Union President of such situations.

13:08 The Company shall furnish to each employee a statement of vacation pay allowance as well as provide all vacation pay entitlement on the last payday prior to Summer shutdown, but no earlier than the end of the first week in July.

13:09 Employees who become medically incapacitated either by verifiably ill or injured within the first forty eight (48) hours of their vacations and remain so for the remainder of such vacation period will be permitted to request rescheduling of same. This request will not be unreasonably denied. The Union will be informed of such requests and the subsequent rescheduling. Employees that collect vacation pay will not have the option to rebook a week and it will be deemed that the week has been absorbed.

13:10 The Company will process pre-July vacation advance

requests and regular vacation pay so that an employee on 100% incentive will receive 54 times his/her hourly rate less statutory deductions for each week of vacation to be taken. Upon request and prior to the start of a vacation week an employee on 70% incentive will receive 48 times his/her hourly rate less statutory deductions for each week of vacation.

ARTICLE 14 : LEAVE OF ABSENCE

14:01 An employee requesting leave of absence shall make application in writing to his/her Supervisor. All leaves of absence must be authorized in writing by the Manager - Human Resources or his/her representative and shall not be granted for more than six (6) months except as hereinafter mentioned, provided however that if an emergency arises which prevents the employee from returning at the end of the leave of absence which has been granted, he/she may apply to the Human Resources Department for an extension.

14:02 The Company reserves the right to refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except on Union Business.

14:03 The Company will grant a leave of absence without pay on application to not more than twenty-five (25) employees in any one year (not more than six (6) at any one time in excess of one (1) day) to enable them to attend to Union business up to a total of thirty (30) days in any one (1) year for any one employee and to not more than one (1) employee for any one period not exceeding twelve (12) months.

The time used by the Negotiating Committee during contract negotiations will not apply to the thirty (30) day time limit above.

It may be necessary for a senior Union Executive to have a leave of absence in excess of thirty (30) days however, this will not be abused.

14:04 During such authorized leave of absence or extension of leave of absence an employee shall maintain and accumulate seniority. Leave of absence for authorized Union business will not result in loss of seniority.

14:05 The Company will notify the Union of all leaves of absence granted for a period in excess of two (2) weeks.

14:06 The Company feels that the present method of administering leave of absence requests meets with the requirements of the

employees. To ensure objectivity, an "Appeals Committee" composed of the Union President or his/her designate, the Departmental Chief Steward of the employee requesting the leave and the Manager of Human Resources will review and rule on appeals.

14:07 Pregnant employees requiring a leave of absence will be granted same in accordance with the Maternity Leave provisions in the Employment Standards Act of Ontario.

ARTICLE 15: JURY SERVICE AND BEREAVEMENT LEAVE

15:01 The Company shall pay to any of its hourly and production employees who may be required to serve as a juror or as a subpoenaed crown witness in any court of law, the amount he/she would have received for services normally rendered to the Company during the same period of time.

Employees will not be required to work the night shift preceding their first day of either service if they were scheduled to work and will not be required to work the night shift on days of service.

15:02 An employee shall be permitted time off from work commencing the date of death and up to a maximum of 40 or 48 scheduled hours, for the purpose of attending the funeral of a member of his/her spouse, common law spouse, son, daughter, mother, father, brother, sister, mother-in-law and father-in-law; or 24 or 36 scheduled hours, for the purpose of attending the funeral of his/her, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, step-mother, step-father, step-child, sister-in-law and brother-in-law, or one (1) day when he/she does not attend the funeral. Where any of such days fall on a scheduled working day for the employee, he/she shall be paid a bereavement allowance for each day equivalent to eight (8) or twelve (12) times the average hourly rate earned by him/her in the preceding pay period.

For the purpose of this Article, 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.

Where proof of death is not readily available to the Company, employees may be requested to provide such proof.

ARTICLE 16: SAFETY AND HEALTH

16:01 The Company shall make provision for the safety and health of the employees during the hours of their employment consistent with the current Occupational Health and Safety Act of the Province of Ontario, and shall continue to supply protective equipment and other safety devices in accordance with its present practice.

16:02 The parties shall constitute a Safety Committee with equal representation from the parties to promote safety in the plant.

16:03 An employee losing time as a result of an injury in an industrial accident will be paid for the balance of the shift during which the accident takes place.

16:04 The Safety and Health Representative or Chief Steward from the Department where an accident occurs will attend any investigation meetings concerning the accident where an employee or employees are taking part in the investigation. A copy of any accident report will be given to those in attendance as well as the Chairperson of the Union Safety and Health Committee.

The Chairperson of the Union Safety Committee or the designated nominee will be advised if the Company plans to contest a lost time accident claim within twenty four (24) hours of the Company mailing the Form 7 to the Workplace Safety and Insurance Board.

16:05 The parties agree to comply with the requirements of the Occupational Health and Safety Act, 1990, and the appropriate Regulations and any amendments thereunder. The Company and the Union agree that no employee or member of the Joint Safety and Health Committee Structure will be threatened, disciplined, suspended, or coerced in the event that the employee or member of the Joint Safety and Health Committee Structure has acted in compliance with the Occupational Health and Safety Act, 1990, and the appropriate Regulations and any amendments thereunder.

16:06 The Company will provide the Unions' W.S.I.B. Committee Chair with a copy of the Form 7 sent to the Work Place Safety and Insurance Board provided the individual has signed a consent form.

16:07 The parties agree to establish a Joint Committee composed of two (2) Company representatives and two (2) Union representatives, one of which will be the Health and Safety Chair.

The mandate of this Joint Committee will be to make recommendations on how to contain the escalating WSIB costs. The Joint Committee will be provided with all necessary information and costing in order to make informed decisions. Such information is to remain confidential.

In addition to other means of cost containment which the Committee may agree upon, the Committee may develop and initiate the following programs:

- Modified duty job descriptions.
- Early and safe return to work plans.
- Local clinic listings that deal directly with W.S.I.B.
- Training plan for high risk injuries.
- Long term accommodation plan for employees with a permanent impairment.

16:08 The Company will review the results of tests and surveys relative to safety with the Union Safety Committee and provide copies if applicable.

16:09 The Company will provide the Chairperson of the Union Safety Committee with copies of new or changed safety data sheets and job safe practices as well as provide the Departmental Safety Representative with copies for their particular area.

In addition, the Company will maintain a departmental library of up-to-date safety data sheets and job safe practices in an accessible location for employees' perusal.

16:10 When a safety hazard is identified, employees must discuss it with their supervisor first. If the situation is not corrected the employee may fill out a "Hazard Identification Form" and give a copy to their supervisor. On the conclusion of their shift, they must deposit copies for the Union's Health and Safety Chairperson and the Safety Department in the appropriate boxes in the Canteen.

The Company and the Union Health and Safety Chairperson or designate will investigate the situation within 48 hours issuing a response to the employee and the Union President outlining their findings.

16:11 The Company will subsidize the cost of safety boots (or shoes for employees medically authorized) as follows:

Employees may obtain:

(1) One (1) pair with metatarsal protection at no cost from a local vendor with whom the Company has contracted

OR

(2) One (1) pair of regular safety boots from such vendor at a discount of 25%.

not less than every six (6) months and on the surrender of their worn out boots. The Supervisor may waive this time restriction if the employee's boots are damaged beyond use by heat.

New employees can purchase their initial pair from such local vendor at their expense.

Changes in foot protection will be discussed with the Union Safety Committee prior to implementation.

If employees wish to purchase higher quality safety boots or shoes from other than the local vendor with whom the Company has contracted, the Company will subsidize such purchase by \$50.00.

16:12 The Company will allow Melt Shop employees, Scarfers, Welders, and Rolling Mill employees to purchase flame retardant pants at Stores with subsidizes as follows each calendar year.

1st pair - Free

2nd pair - Free

3rd pair - Free

4th pair - Maximum of \$20.00

Fire retardant jackets, leggings, gloves and face shields will be provided consistent with existing practice. Upon the surrender of burned clothing a new pair will be exchanged at no cost.

16:13 The Company will provide work gloves to maintenance personnel working in the field upon the surrender of worn out gloves to a maximum of one (1) pair per week.

16:14 The Company will provide the incumbent Roof and Ladle Builders and Helpers with leather faced work gloves upon surrender of their worn out pair.

16:15 The Company will provide protective clothing to employee's assigned maintenance cleaning duties within the dust collector system. In addition, the Company will provide and mandate the use of the respirators by maintenance employees when carrying out repairs in the bag house. Fit tests will be provided to anyone requiring a protective mask under the OH&S act.

16:16 When an employee's claim is rejected by the Workers' Safety and Insurance Board (W.S.I.B.) as not work related, such employee may apply for Short Term Disability Benefits by completing and signing a waiver form insuring the carrier will be reimbursed if an appeal is successful.

16:17 The Executive/Union Safety Committees will jointly discuss and determine the monitoring requirements for noise and dust.

16:18 The Company, like the Union, is concerned with the possibility of damage to employees' hearing ability. Accordingly, steps have been taken in the past to reduce noise levels in certain areas where correction was necessary. In addition, the compulsory requirement for the wearing of hearing protection devices, and compulsory regular hearing tests have been initiated in those areas where the noise level is such that it is considered to represent a hazard. Hearing tests will be conducted every 3 years.

16:19 Employees who are required by the Company to attend meetings outside their normal working hours for the purpose of accident investigation, safety talks and departmental communications meetings will be paid their applicable base wage rate at overtime for the duration of the meeting.

16:20 The Company will pay employees their wage rate at overtime for the time spent at Company required medical examinations outside their normal scheduled working hours.

The Company will pay employees one hour at their applicable base wage rate for Company required examinations or tests as mentioned above taken outside the Company for (a) the purpose of maintaining their license for operating Company vehicles and (b) tests and examinations deemed necessary by the Health and Safety Committee.

16:21 A uniform supply program will be supplied to Maintenance employees at their expense. Maintenance employees will receive coveralls at no charge. If employees chose to have shirt/pants or jackets cleaned, a payroll deduction will be set up to pay the difference between the two. Arc flash protection clothing will be provided to all Industrial Electricians.

16:22 The Company will have ongoing input from the Union to improve Canteen services.

ARTICLE 17: BULLETIN BOARDS

17:01 The Company will provide glass enclosed and locked bulletin boards in the guard shack, the west side of the cafeteria and the Melt Shop/Concast lunchroom for notices of Union business as approved by the Manager - Human Resources or his/her designate.

The following are the locations of Company notice boards:

- (1) Finishing Lunchroom
- (2) Hot Shears Lunchroom
- (3) Maintenance Lunchroom
- (4) Cafeteria
- (5) Melt Shop Lunchroom
- (6) Concast Lunchroom
- (7) Chemical Lab.
- (8) Physical Lab.
- (9) Billet Yard
- (10) Rolling Mill

ARTICLE 18: DISCIPLINARY NOTICES

18:01 No record of warning or any other action shall be used for the purpose of taking or justifying disciplinary action against an employee unless a copy of such record has been given to the employee concerned, or sent registered mail if not readily available, within seven (7) calendar days after the discovery of the occurrence which brought about the warning, unless an extension has been provided.

The employee's steward, Chief Steward or a Grievance Committee member shall be given a copy of such record, and shall sign all copies acknowledging its receipt. For the purposes of disciplinary action all derogatory notices relating to records of warning and suspensions shall be expunged from the employee's record fifteen (15) months after they were issued.

ARTICLE 19: TECHNOLOGICAL CHANGE PLAN

The Company will notify the Union as soon as possible in advance of any technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of the planned change and will hold further meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affecting the interest of the employees affected. The Company will also meet with the Union as far in

advance as practicable prior to the time that the technological change is to take place to discuss the application of this Program with respect to such employees.

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

A. DEFINITIONS

Technological change shall mean:

- (a) the automation of equipment, or
- (b) the mechanization or automation of duties, or
- (c) the replacement of an existing facility with a new facility which produces the same or similar product, or
- (d) the introduction of new equipment, or
- (e) the replacement of existing equipment with new equipment, or
- (f) the modification of existing equipment, which directly results in the permanent displacement of an employee from a job.

The subsequent permanent displacement of a junior service employee by an employee directly displaced from a job in accordance with the above shall also be considered to be a direct displacement due to technological change.

The displacement of an employee from a job description 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 lay-offs caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown, shall not be considered to be a technological change.

B. CONTRIBUTION

Each month the Company shall make a contribution totaling five cents (5¢) multiplied by the total number of straight time hours worked by each employee during the preceding month to the S.U.B. Plan, Technological Change Plan, or Contingency Fund or Combination thereof as provided for in the text of the S.U.B. and Technological Change Plans. The Company will provide financial statements on these 3 accounts to the Union upon request but not

more than 3 times in any one calendar year.

(a) If during the term of this Agreement the Company's contribution to the Supplementary Employment Insurance Plan shall not be required in accordance with Article III, Section 3.01 of the S.U.B. Plan, or shall terminate in accordance with the provisions of Article VII, Section 7.03 of the S.U.B. Plan such contributions as would otherwise be made shall be applied as follows:

(i) An amount equal to one-half (1/2) of each month's contributions to the S.U.B. Plan will be applied by the Company to the Technological Change Account when the financial position of such account, during each such months, is calculated to be less than ten thousand (\$10,000) dollars and will continue to be so applied to such account monthly or such lesser amount as may be necessary to bring the financial position of such account to fifty thousand (\$50,000) dollars.

(ii) Save as provided in (i) above the total monthly contribution or remainder thereof shall be accumulated and applied to the Contingency Fund when required by the Company.

In the event the Company does not apply such accumulated contributions, either whole or in part, then such accumulated contributions or balance thereof may be used for other purposes as the parties may agree at the termination date of this Agreement.

Should the Company qualify for a rebate under the Employment Insurance Act with respect to the Weekly Indemnity Benefits, the "5/12" portion will be assigned to the Contingency Fund.

C. ELIGIBILITY

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

- (i)** have twenty-four (24) or more months of service, and
- (ii)** be permanently displaced from a job due to a technological change which directly caused his/her displacement from that job description, and
- (iii)** have occupied a job or jobs in the department in which such technological change displacement has occurred for the six (6) month period immediately preceding such displacement, and

(iv) remain in the employment of the Company during the benefit period, and

(v) accept the job with the highest rate of pay to which he/she is entitled and qualified to receive under the terms of the Agreement during the benefit period and continues to accept assignment to any job with a higher rate of pay during the term of the benefit period.

(vi) If an eligible employee (as in (v) above) requires orientation to a job on which he/she previously was a permanent or temporary incumbent or on which he/she has successfully completed the learner or break in period(s), the Company will provide an orientation period not to exceed two (2) consecutive weeks.

D. MAINTENANCE OF EARNINGS BENEFIT

For each pay period during the Benefit Period to which an employee is entitled as provided in (E) below, an eligible employee will be paid the greater of:

(i) his/her actual earnings during such pay period, or

(ii) the Maintenance of Earnings Benefit for such pay period. The Maintenance of Earnings Benefit will be calculated by multiplying the applicable Standard Hourly Rate plus any average earnings opportunity provided for in The Incentive Plan times the actual hours worked by such employee during the pay period. The applicable Standard Hourly Rate will be either the Standard Hourly Rate of the job from which the employee was displaced provided that he/she had been permanently appointed or assigned to such job for the period specified in (c) (iii) above, or if such employee was permanently appointed or assigned to more than one job during such period, then the weighted average of the Standard Hourly Rates for such jobs.

(iii) For the purposes of payment under the Supplementary Payment Plan, an employee who is receiving a Maintenance of Earnings Benefit in accordance with the Technological Change Plan, will be paid the greater of:

(a) the applicable supplementary payment rate earned for hours worked on the job or jobs he/she actually occupied during the quarter; or

(b) The applicable supplementary payment rate of the job

from which he/she was displaced, multiplied by the actual hours worked by such employee during each pay period in the quarterly period for which he/she received a Maintenance of Earnings Benefit.

E. DURATION

(i) An eligible employee will be entitled to have his/her earnings maintained in accordance with (c) above, for four pay periods for each year of Company service, for a period not to exceed seventy-eight (78) pay periods from date of displacement.

(ii) 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 period thereafter for the appropriate number of pay periods to which the employee is entitled as provided above.

(iii) 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 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 Article 12:01 will not be considered as a payment of the Company for purposes of this paragraph.

(iv) 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.

(v) 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 has been absent from work for the entire twelve (12) months immediately preceding the time that he/she would have been displaced from the job as specified in C (ii).

F. Payments made by the Company for Maintenance of Earnings Benefit shall be deducted from the Technological Change Account and a corresponding transfer of funds made from the contributions that would normally be made to the S.U.B. Plan, Technological Change Plan, or Contingency Fund (whichever is applicable under the respective provisions of the Plans). No Benefit will be paid for any pay period in which the Company determines that the funds in the Technological Change Account are insufficient to pay full benefits in that pay period.

The maximum funding position of the Technological Change Account will be \$50,000. To maintain such position a transfer of funds will be made on a pay period basis subject to the limits set out in Section 3.01 of the S.U.B. Plan, and Section (B) of the Technological Change Plan.

Should there not be sufficient funds available to transfer; the Company's liability is limited to the amount currently in the Technological Change Account.

ARTICLE 20: MAINTENANCE

1. Maintenance prime time vacation weeks will extend to (3) Industrial Mechanics allowed off over (10) weeks for the life of the current collective agreement. The weeks will include the last week of June – August

Any (3) Industrial Mechanical maintenance employees can be off during the above noted time frame with the exception of no more than (2) employees per department.

Example: 2 Rolling Mill & 1 Melt Shop employee or 1 Rolling Mill & 2 Melt Shop employees.

Any weeks outside the prime time vacation period, (2) Industrial Mechanical maintenance employees will be allowed off each week. If the employees are in the same department the day shift employee will cover shifts.

Industrial Electricians will have (2) employees off per week. This number will include the entire department with no groups picking on their own. No more than (1) Melt Shop and (1) Rolling Mill employee will be allowed off per week.

After vacation picks have been completed and the Maintenance Major Schedule Change occurs from Fire and Flood, if there are 3

Industrial Mechanics in the same department off on any given week for vacation each of the 3 employees will be asked by seniority if they want to change the week of vacation. If no one wishes to change their vacation, than the junior most qualified employee will be mandated to fill the week in the alternate department.

2. The Company agrees not to make major changes to the current fixed Maintenance schedules unless discussed with the Union in advance.

Current day shift employees will not be required to go on shifts except where circumstances are beyond control of the Company.

3. The Company will maintain the 2007 vacation selection process in the Maintenance Department. However, changes may be made with the mutual consent of the Maintenance Manager/Supervisor and the Chief Steward and Stewards.”

4. When it is necessary to expose trade and craft employees to different areas of the plant, major new installations or new equipment, the Company will meet with the Union to discuss and formulate training programs before proceeding.

5. Employees shall be afforded the opportunity to exercise their preferences regarding job assignment and preference by work area with respect to working rotating shifts or steady days in accordance with their seniority on the following basis:

(a) Such preference is to be exercised only after a re-arrangement of the working schedules of the employee’s permanent incumbent group which is expected to continue for 30 days or more or by a senior permanent incumbent employee entering an incumbent group for a period expected to continue for 30 days or more. Reassignment will be made effective as soon as practical within the existing scheduling practices;

(b) Such preference is subject to the constraints of an employee’s permanent incumbency and to the Company’s right at all times to maintain a working force of employees who have the physical capability, knowledge, skill, ability, efficiency and aptitude to perform the work which is available satisfactorily and efficiently;

(c) Such preference is subject to the work schedules established by the Company; and

(d) Such preference will not be exercised in the event that it

leads to displacement of an incumbent employee holding a work assignment by virtue of evidenced medical disability.

If under the foregoing circumstances and conditions senior employees choose to express also a preference regarding preferred days off, the Company will consider and attempt to accommodate the request by displacing a junior incumbent from an assignment in which the senior incumbent is competent.

Senior employees will be required to forego their preferences to working rotating shifts, steady days or "days off" where necessary and to a maximum of 30 calendar days.

- e.g. - for special assignments
- familiarization or training of other incumbents

Nothing herein is to be construed to mean that incumbents will be given special training to accommodate these preferences.

If a senior employee is away from work and cannot be reached, he/she will be allocated to the position that his/her seniority allows by the Chief Steward. Any resultant dispute(s) will be addressed by the Maintenance Supervisor and the Chief Steward.

(e) Once a major schedule change has taken effect the schedules will stay in place until the next major schedule change is required. (i.e.; retirement, new hire attaining 90 days or fire and flood schedule) Temporary vacancies in excess of 30 days that occur between major schedule changes will continue to follow the regular scheduling practice where the junior employee on day shift is moved up to fill the vacancy.

6. Employees assigned as Welders will not be demoted to a lower level because of the withdrawal of their authorization under the Boilers and Pressure Vessels Act until six (6) months following such and will be afforded the maximum tests permitted for re-instatement of authorization during such period. Welders will be given the opportunity to become familiar with the applicable welding techniques and the equipment to be used for such tests as well as for other authorizations required by the Company.

ARTICLE 21; INCOME SHARING PLAN

The Company will establish an Income Sharing Plan (hereinafter referred to as "ISP") calculated and paid in accordance with the following:

1. Employees will be eligible to participate in the ISP:

(a) the day following the date they complete their probationary period, specified in Article 8:02 of the Basic Agreement and

(b) if they are on the payroll of the Company on the last day of the year for which the ISP is applicable except that an employee whose employment is or was terminated because of retirement, death or lack of work before such date shall be considered eligible. In the event of layoff, employees shall be paid the ISP payment following their return to work after recall. If laid off employees fail to return to work within the period specified in the Basic Agreement or ceases to be entitled to recall, they shall forfeit their entitlement to such ISP payment.

2. 5% of the Hamilton Specialty Bar (2007) Inc. EBITDA (earnings before interest, taxes, depreciation and amortization) of the thresholds listed below in the calendar year will form an Income Sharing Pool and will be paid out in a lump sum (less any debits and statutory deductions applicable) to both hourly and salaried personnel in a separate cheque by the end of February of the following year.

Year	Threshold
2016	\$10.0 Million
2017	\$11.0 Million
2018	\$13.0 Million

3. The Pool will be divided into equal shares per straight time hour worked. Such hours shall not be increased by reason of having been earned on overtime. Hours not worked, with the exception of vacation and plant holiday hours, even though compensated in accordance with a specific provision of the Basic Agreement and deemed to be hours worked for other purposes, shall not be considered hours worked for the purposes of the ISP.

4. Each employee's share will be determined based on the straight time hours worked in the calendar year. As the ISP pool applies to both hourly and salaried employees, salaried employees will have their share determined based on 40 hours per week.

5. A third party auditing firm responsible for auditing the company's financial statements each year will provide to the President of Local Union 4752 a letter advising if the above

noted thresholds have been obtained or not during the life of this contract.

ARTICLE 22: PENSION PLAN

The terms and conditions of the Pension Plan for Bargaining Unit Employees of Hamilton Specialty Bar (2007) Inc. (the "Pension Plan") cannot be amended or modified during the term of this Agreement without the express written agreement of the Union, except for those changes required by changes in applicable laws and regulations which must be by law completed and filed with the appropriate authority prior to the expiry of this Agreement. Hamilton Specialty Bar (2007) Inc. (the "Company") will notify the Union of the required changes and discuss the proposed changes with the Union prior to the implementation of such changes.

The conversion of the Defined Benefit (DB) component of the Pension Plan to the Defined Contribution (DC) component of the Pension Plan was finalized in 2015.

Employer defined contributions will be paid into the employees' DC accounts. The DC provision is funded and administered as Part B of the Hamilton Specialty Bar (2007) Inc. Pension Plan for Bargaining Unit Employees plan text, and by the Administrative Rules of the Retirement Savings Plan for Bargaining Unit Employees of Hamilton Special Bar (2007) Inc. (the "non-locked-in RRSP").

The Company maintains two accounts for each employee in which employees may invest their personal and company retirement savings contributions. The Company will contribute into every active employee's DC account on each pay period. All contributions will be submitted to Manulife, the firm assigned responsibility for investing the employee and Company contributions in the investments selected by the employee.

All Company contributions will be locked-in and go into the DC provision of the registered pension plan. All Employee contributions will go into a non-locked-in RRSP.

The average hourly rate will be used in determining the Company's contribution amount. For all employees the base average bi-weekly wage will be as follows: Employee job box hourly wage rate X 40 hours per week X 2 weeks. This calculation would equal (using Job Box 3 in this example) $\$24.971 \times 40 \times 2 = \$1,997.68$. This amount

will be known as the DC Bi-Weekly Average Base Wage.

The Company contribution levels to the DC plan for employees who are actively employed by Hamilton Specialty Bar (2007) Inc. are as follows:

- a. 7% of DC Bi-Weekly Average Base Wage.

Company contributions to the DC provision will be immediately vested.

The Company will also match employee contributions into the registered pension plan at a rate of 100% up to a maximum of 5% of the DC Bi-Weekly Average Base Wage.

Employees may contribute more into their non-locked-in RRSP without a Company Match; however, employees are wholly responsible for ensuring that they stay within the RRSP limits established by the Federal Government.

Employees will establish their individual contribution level in writing at the commencement of the new provision. Employees may adjust their contribution once per calendar year.

The Company will deduct the employee's personal contributions in each pay period as long as the employee's pay is sufficient to cover to amount.

If an employee chooses to take their vacation pay in a lump sum, the employee will have their personal contribution deducted from the lump sum payout. The Company base and matching DC contributions will be deposited into the employee's account during the weeks the vacation is taken.

The Company will immediately suspend employee and Company contributions to their DC account when an employee is on an unpaid leave. If the employee is on a paid leave for union business and/or other business authorized by the company, employee and Company contributions continue.

- a. Unpaid Leaves – authorized leave of absence, layoff, resignation or termination.
- b. Paid Leaves – Maternity or Parental Leaves and employees receiving Workplace & Safety Insurance Board benefits. The company will continue to make contributions to the RPP on behalf of the employee.

Employees wishing to have their RRSP contributions continue during these paid leaves will have to provide the company with monthly postdated cheques in order to have their contributions and company matching contributions continue during their absence. For employees receiving WSIB benefits the company will continue to contribute to the plan on behalf of the member for up to a maximum of 12 months.

- c. **Disability Benefits** – Company contributions to the RPP on behalf of the employee will continue for a maximum of 12 consecutive months if employee is absent from work collecting Weekly Indemnity benefits due to sickness or disability. Employees wishing to have their RRSP contributions continue during these paid leaves will have to provide the company with monthly postdated cheques in order to have their contributions and company matching contributions continue during their absence. Once an employee qualifies and is in receipt of long term disability benefits the Employer is not required to continue contributing to the plan on behalf of the member.

If an employee resigns or is terminated, Hamilton Specialty Bar (2007) Inc. will contact Manulife who will advise the employee in writing on how and when their DC account monies are to be removed.

To establish and manage the DC and RRSP investment portfolio, the Union and Company will establish a Joint Investment Management Team. The team will be comprised of 2 Union members and 2 staff members. The rules and regulations of the plan's management will be clearly defined in the Statement of Investment Policies & Procedures. The Joint Investment Management Team will establish a clear and concise list of rules, regulations and details to provide guidance to the members.

Eligibility for Non-Pension Post-retirement Health, Dental and Life Insurance Benefits

In order to meet eligibility requirements to retire with non-pension post-retirement health, dental and life insurance (OPEB) benefits, bargaining unit employees must retire from the Company under any of the following conditions:

- a) They have attained age 62 and completed 10 or more years of Continuous Service, or
- b) Their total Credited past Service and Slater Credited Service was 30 or more years at retirement; or
- c) They have attained age 55 and completed 30 or more years of Continuous Service.

Continuous Service for the purpose of determining eligibility for the OPEB benefits is defined as the total of the following:

- a) Slater Credited Service (i.e. credited service under the prior Slater pension plan before May 28, 2004) ;
- b) Credited Past Service (i.e. credited service under the prior HSB Corporation pension plan after May 27, 2004 and before April 1, 2009) ; and
- c) Credited Service in the HSB (2007) Inc. pension plan (i.e. all credited service post April 1, 2009)

OPEB benefit coverage for spouses and surviving spouses will be maintained for legal spouses on employees' records at the time of retirement. After retirement, should the named legal spouse predecease the employee, OPEB benefits coverage will covert to single coverage thereafter. Please note: If an employee marries or remarries after retirement, the new post-retirement spouse will not be covered for OPEB benefits.

ARTICLE 23: GROUP INSURANCE PLANS

(1) General

(a) Meaning of Employee

The word "employee" refers to active employees of the Company within the scope of the Bargaining Unit represented by the Union and who have completed the three (3) months of continuous employment.

(b) Dependent Coverage Where Applicable For the purpose of determining Insurance category, dependents are:

- i) Spouse;
- ii) A person with whom the employee is cohabiting in a common-law relationship;

- iii) Unmarried children (including stepchildren and legally adopted children) under 21 years of age of an employee. Children must be dependent on the employee for support;
- iv) A mentally or physically handicapped child of an employee, provided the child is unmarried, 21 years of age or over, dependent on the employee for support and was mentally or physically handicapped and insured as a dependent immediately prior to age 21;
- v) Arrangements may be made to continue the insurance for unmarried children (including stepchildren and legally adopted children) 21 years of age or over who are full-time students attending an educational institution or are on vacation there from, and who are dependent on the employee for support. Application must be made within 31 days following the child's 21st birthday or following the date of return to school if this is later. Applications delayed beyond this period will be considered subject to satisfactory evidence of insurability.

(c) Duration

To March 31, 2019 unless otherwise specified.

New benefit booklets outlining full benefit details and terms will be provided upon ratification of the new CBA, within reasonable print time.

(d) Termination of Coverage

(i) Lay-off

Insurance coverage, except weekly indemnity, dental plan and long term disability will continue for participants who are laid off and who have six (6) months of service, to the end of the month following the month in which lay-off occurs.

(ii) Leave-of Absence

Insurance coverage except weekly indemnity will be carried for an employee during leaves of absence providing the employee pays the full cost of such

plans in advance.

(iii) Temporary Disability

Insurance coverage in effect when total but temporary disability occurs (except weekly indemnity) will continue while such disability exists for a maximum of twelve (12) months following the month in which such disability begins.

(iv) Lay-off, Discharge, Termination or Voluntary Withdrawal of Service

(i) Life - the end of the month in which discharge, termination or voluntary withdrawal of service occurs.

(ii) Weekly Indemnity - the end of the shift on the day of lay-off, discharge, termination or withdrawal of service.

(iii) Long Term Disability - the end of the shift on the day of lay-off, discharge, termination or withdrawal of service.

(iv) Accidental Death and Dismemberment - the end of the shift on the day of lay-off, discharge, termination or withdrawal of service.

(v) Major Medical, Dental Plan, Optical Expense Benefit and Hearing Aid Benefit - the end of the shift on the day of lay-off, discharge, termination or withdrawal of service

(e) Eligibility for benefits coverage will be effective upon the completion after ninety (90) days of employment.

(f) The Company will provide the International Representative with two (2) copies of the Master Plan for the various Group Insurance benefits.

(g) The Company will continue its present practice of assisting employees with the completion of benefit claim forms and will arrange to highlight the various forms in the area requiring employee completion.

(2) Life Insurance

The Company will continue to provide Group Life Insurance as follows:

1. \$30,000.00 of life insurance for employees until they have reached age 65 or retire whichever occurs first.
2. Active employees who attain the age of 65 or older or employees who retire will have a life insurance policy of \$15,000.00.
3. Where a total and permanent disability is suffered by an employee before attaining his/her sixty-fifth (65) birthday, a benefit of \$3,000.00 will be provided, payable in a lump sum or in monthly installments, together with a life insurance policy of \$27,000.00 instead of insurance under (1) or (2) above.
4. That employee will have the right upon termination of employment (subject to a medical examination with the results of such examination having no bearing on the issuance of the policy) prior to age 65 or retirement, to convert the group coverage lost, to any standard form of life insurance with the insurer, thereafter paying the premium themselves.

(3) Accidental Death and Dismemberment Insurance

Effective date of ratification, the Company will provide Accidental Death and Dismemberment Insurance for active employees. The amount of insurance will be \$10,000.00 and will be paid to the beneficiary in event of death, or to the employee in the event of dismemberment as a result of an accident. The \$10,000.00 will be paid in full or in part for certain dismemberment and loss of sight depending on the degree of injury.

If, as the result of an accident occurring away from work, an employee suffers any losses as listed in the schedule within 120 days of the accident, payment will be made as indicated in the schedule of amounts.

(4) Weekly Indemnity

Effective date of ratification of this Agreement, for those employees at work, the Weekly Indemnity coverage will be 70% of one Job Box lower than the employee's incumbency rate times 40 hours

per week beginning on the first day in the case of an accident or hospitalization and on the fourth day for sickness (other than accident or sickness compensable under the Worker's Safety and Insurance Board of the province of Ontario) and continuing throughout the disability for a maximum of 52 weeks.

The waiting period is defined as consecutive days and not days worked. The weekly indemnity amount is calculated and paid out as a daily benefit in order to compensate all employees in an equitable manner. (Example for job class 3: \$677.16 divided by 7 days = \$96.73 day) Payment is never paid out or calculated based on scheduled hours.

"Accident" will be defined as a sudden unforeseen event, definite as to time and place causing injury to the physical structure of the body, resulting from an external agent or trauma (as opposed to harm resulting from disease), happening involuntarily or if the result of a voluntary act entailing unforeseen consequences.

If, during the term of the Agreement, the sickness benefit payable under the Employment Insurance Act or regulations thereto exceeds the amount of weekly indemnity under the Insurance Program, the amount of Weekly Indemnity will be adjusted so as to equal the amount payable under the Act.

Any increase in premiums during the life of the Agreement will be deducted from the contingency fund.

For those employees not at work at the time of a change in the amount of Weekly Indemnity, such coverage will be increased immediately upon ratification of this agreement.

Certification of disability by a chiropractor or osteopath will be accepted for up to four (4) weeks from commencement of disability.

Should the Company qualify for a rebate under the Unemployment Insurance Act with respect to the Weekly indemnity Benefits, the "5/12" portion will be assigned to the contingency fund.

Income tax will be deducted from Weekly Indemnity payments. This is not optional.

The cost to provide medical verification will be borne by the employee.

As an alternative to having an employee off work to get medical verification, the Company will review each case on an individual

basis, discuss the situation with the Union President and examine placing the employee in a suitable controlled environment position.

If a claim is accepted by the Insurance Carrier and additional documents from a Specialist is required by the Insurance Carrier to maintain coverage the employee will be eligible for reimbursement by the Company for the cost of the Specialist's report.

A committee consisting of the Manager of Human Resources, H.R. Generalist along with the Union President and one union designate will make up the members of the committee. This committee will be responsible to find a resolution to any situation that may arise from time to time with respect to Great West Life's adjudicating an employees' claim. The committee will determine the appropriate course of accommodation utilizing Doctors' report, Function Ability Form and any recommendations made by an ergonomist, where necessary. Employees must be aware that the committee will require an authorization to communicate medical information to all members to participate in the adjudication process.

(5) Long Term Disability

The Company will afford Long Term Disability coverage to all active employees who have three (3) years of service as defined by the Agreement.

Effective date of ratification, a payment of \$1,000.00 per month (no offsets) will be made to an employee who becomes disabled on or after the effective date and who is totally but temporarily disabled when the fifty two (52) week Weekly Indemnity is finished.

An employee shall not be considered as totally disabled unless:

- (a) such employee is totally disabled by bodily injury or disease so as to be wholly prevented from engaging in any occupation or employment whatsoever for remuneration or profit;
- (b) such disability does not consist or arise from chronic alcoholism or addiction to narcotics unless participating in an active treatment plan.
- (c) such disability was not contracted, suffered or received while he/she was engaged in, or did not result from

his/her having engaged in, any service, occupation or employment for remuneration or profit other than with the Company, or in a felonious criminal enterprise; and

- (d) such disability was not the result of an intentionally self-inflicted injury; nor unless the Company shall have received a written opinion of a qualified physician selected by, or satisfactory to, the Company upon each of such items and also specifying the date upon which such disability commenced and the date (which need not be the same) when such disability was established by the physician.

An employee, who has become eligible to receive such benefit, shall receive such benefit only so long as his/her total disability continues. The Company shall have the right to verify the continued existence of such total disability at reasonable times, and should the employee refuse to submit at the request of the Company to examination by a qualified physician selected by the Company, his/her benefit shall be discontinued until he/she submits to such examination.

The benefit will expire at age 65, death, recovery or disqualification.

(6) Dental Plan

The Company will cover the following dental charges of a dentist in accordance with the following fee schedules of the Ontario Dental Association:

- Effective January 1, 2016, dental benefits will be provided in accordance with the 2013 fee schedule of the Ontario Dental Association.
- Effective January 1, 2017, dental benefits will be provided in accordance with the 2014 fee schedule of the Ontario Dental Association.
- Effective January 1, 2018, dental benefits will be provided in accordance with the 2015 fee schedule of the Ontario Dental Association.

The Company will cover services provided by a Dentist licensed by the Ontario Dental Association for the following:

- (a) endodontal services
- (b) periodontal services

- (c) coverage for removable appliances (full and partial dentures) and repair and maintenance of such appliances. The plan will pay 80% of the cost subject to a maximum of \$1,500.00 per person per calendar year.
- (d) coverage for all other major services such as crowns, inlays, onlays, fixed bridgework. The plan will pay 100% of the cost subject to inclusions in the maximum of \$2,000.00 per person per calendar year described on paragraph (c) above. The maximum coverage will extend to \$2,000.00 per active employee and their eligible dependents per calendar year.
- (e) orthodontic benefits will be covered for dependent children based on a 60/40 co-insurance, \$1,500.00 lifetime maximum for such treatment. The lifetime maximum coverage will extend to \$1,750.00 per active employee and their eligible dependent.
- (f) of a dentist for excision of cysts or tumors
- (g) for treatment due to accidental injury to natural teeth from an external blow (excluding biting accident) within 12 months of the accident

The Dental Plan will cover pensioners and their eligible dependents. "Survivors and their dependents" will receive dental benefits as contained in section (10).

(7) Major Medical Insurance

The Company will continue to provide coverage for active employees and their dependents under the terms of the present plan. This coverage will also apply to all hourly pensioners (including wives/husbands and dependent children).

The Insurance Plan will be 100% of covered expenses in excess of the deductibles with a lifetime maximum amount of \$65,000.00 per person. This Agreement covers the general benefits as provided by the plan. The deductibles of \$25.00 for the major medical plan were removed for pensioners effective May 1, 1974. The deductible amount of \$25.00 per person or family per calendar year for active employees will be removed effective date of ratification with the resultant cost debited against the Contingency Fund.

Any time an employee or his/her insured dependent has been paid \$1,000.00 or more in benefits, he/she may make application for

the full reinstatement of the \$65,000.00 maximum by submitting evidence of insurability satisfactory to the Insurance Company.

The Major Medical Expense Benefit provides payments for reasonable charges for the following (if medically necessary):

Services

- No payment for confinement in a chronic or convalescent hospital if the person is 65 or over.
 - In Canada, no limit,
- out of Canada for Canadian residents only:
 - if an emergency while traveling or on vacation, the amount is unlimited and for a temporary period.
 - if elective, up to \$75.00 a day and for a temporary period
 - of a physician out of the province where you reside, for Canadian residents, over the amount allowed under Medicare:
 - if an emergency while traveling or on vacation, the amount is unlimited and for a temporary period.
- if elective, up to the amount in the Medical Fee Schedule of the Province where you reside.
- Payment of a licensed psychologist for group therapy:
 - up to \$4 per hour per person
 - for family therapy - up to \$12 per half hour
 - for individual therapy and testing - up to \$10 per half hour
 - for all other visits - up to \$10 per visit
 - up to \$500 per person per calendar year of a licensed chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur. The maximum coverage will extend to \$750.00 per active employee and their eligible dependents per calendar year
 - includes x-rays by a chiropractor up to \$45 per person per calendar year
 - payable only after Medicare ceases to pay any portion of the expenses
 - or the surgery performed by a podiatrist not to exceed \$200 per person calendar year
- of an ambulance, if your condition requires it, to the nearest

hospital where treatment facilities are available

Written recommendation of a physician is required for service:

- of a registered graduate nurse providing private duty nursing
- in your home if:
 - not ordinarily resident in your home
 - not related to you or your dependents
 - in hospital outside of Canada for Canadian residents.

NOTE:

No payment will be allowed if the service could have been performed by a person of lesser qualifications.

SUPPLIES:

- purchase of the following artificial items (including repairs and adjustments or replacement where the item cannot be repaired or to accommodate a growing child)
 - eye
 - arm
 - hand
 - leg
 - foot
 - breast
 - orthopedic braces
 - stump socks - 6 pair per person per calendar year
 - glasses or contact lenses following a cataract operation - up to \$100 for each eye once only
 - oxygen and its administration

Written recommendation of a physician is required for:

- rental of:
 - wheelchair
 - hospital bed
 - crutches
 - iron lung
- purchase of medicine (may be recommended by a dentist)

Will include the following:

- elastic stockings - 2 pair per person per calendar year
- traction appliances
- spinal and abdominal medical supports
- varco traction kits, belts and similar appliances

- neck braces or cervical collars
- ileostomy or colostomy kits
- orthopedic shoes custom built- reduced by the cost of ordinary shoes (may be recommended by a podiatrist)
- orthopedic modifications to regular shoes (may be recommended by a podiatrist)

DRUGS

Covered expenses for drugs will be defined as:

- (1) Drugs and medicines; and
 - a. Smoking cessation drugs to a maximum of \$400.00 per lifetime for all eligible employees and their dependents. Retirees or their dependents are not covered.
 - b. Erectile dysfunction drugs for up to \$1,000.00 annually per eligible employee, their dependents and retirees. and
- (2) Injectable drugs when administered by a physician, surgeon or dentist and for which no reasonable non-injectable alternative is available, excluding the cost of administration;

Which are dispensed by a pharmacist, **and**

- (i) are drugs requiring the prescription of a physician, surgeon or dentist in accordance with the Food and Drug Act, Canada, and require a Drug Identification Number (DIN)

and

- (ii) are contained in the Current National Drug Formulary, referred to as plan 84 for active employees and plan 88 for retirees.

The Drug Plan excludes the following:

- food and dietary supplements
- weight loss drugs
- cosmetic or hygienic products
- experimental medicines
- medicines not considered by the Canadian Medical Association to be therapeutically useful

- over the counter drugs

In no event shall covered expenses include charges for:

- (a) atomizers, appliances and prosthetic devices, and first aid and diagnostic supplies, except for needles, syringes and diagnostic aids for diabetics.
- (b) vitamins and dietary supplements, whether or not prescribed for a medical reason, except where federal or provincial law requires a prescription for their sale.
- (c) diaphragms, condoms, contraceptive jellies, or appliances normally used for contraception, whether or not prescribed for a medical reason.
- (d) Dispensing fees greater than \$11.00 per prescription.

Maximum Benefit

The total amount payable for any one person (employee or dependent) is \$65,000 and applies for as long as the person is insured under the plan. However, when claims of \$1,000 or more have been paid for any one person, that person may reinstate the maximum benefit by submitting evidence of insurability.

Examples of expenses not covered

- periodic health check-ups and examinations
- travel for health
- dental services
- cosmetic surgery
- expenses incurred as a result of injuries sustained in the course of any employment for remuneration or profit or sickness covered under any Workers' Compensation Act.
- any expenses reimbursed or allowed under any health services provided without cost to you or your dependents.
- expenses for which reimbursement is not permitted.
- expenses resulting from an act of war or hostilities of any kind.

The Company will continue to provide Psychological services benefit. The benefit will be based on the usual and customary fee for the health service provided, up to a maximum of \$300.00 per person or increased to \$500.00 for active hourly employees and their dependents per calendar year.

(8) Hearing Aid Expense Benefit

The Company will continue to provide Hearing Aid Expense Benefit.

Effective date of ratification, this plan pays up to \$1,000.00 once every two (2) years for hearing aids for insured employees, pensioners (current and future), and eligible dependents after the insured has participated in the Group Insurance Program for three (3) or more years. A physician must recommend and approve obtaining of the hearing aid. The plan does not cover replacement of batteries, cords, repairs or replacement of parts or charges incurred in connection with occupational disability.

The additional cost to fund the improvement \$500.00 to \$1,000.00 once every two (2) years will be debited to the Contingency Fund.

(9) Optical Supplementary Expense Benefits

The Company will continue to provide an optical benefit for employees, pensioners and survivors of deceased pensioners in receipt of a survivor pension as well as their dependents.

If an insured employee, pensioner or an insured's dependent while covered under this Part shall undergo an eye refraction performed by a duly qualified physician or optometrist and eyeglasses are prescribed as a result of such refraction and if the insured incurs expense for the purchase of such eyeglasses or contact lenses while he/she is covered under this Part and after he/she has been covered under this policy (including the former policy) for at least twenty four (24) consecutive months, the Company will pay to the insured, subject to the exclusions, limitations and other provisions hereinafter set forth, an amount equal to the actual expense to the insured of the charges for such eyeglasses or contact lenses, provided that not more than \$275.00 shall be paid on account of any retiree or eligible dependent of such retiree during any period of twenty-four (24) consecutive months (inclusive of the previous Agreement). \$300.00 shall be paid on account of any active hourly employees and their eligible dependents or \$600.00 during any forty-eight (48) consecutive months (inclusive of the previous Agreement). Active hourly employees and their eligible dependents will be able to use this \$300.00 for Optical Laser Surgery instead of for glasses or contacts. All payments for eyeglasses, contact lenses and optical laser treatments will come from the contingency plan.

Exclusions: - No payment shall be made under this Part in any

event with respect to charges incurred:

1. that the insured would not be required to pay if there were no insurance.
2. for which the insured, as the case may be, is entitled to benefits in accordance with any workers' compensation or similar law.
3. for which the insured is entitled to benefits under any other Part of this policy.
4. for any service or supply to the extent that it is paid for or provided under a Provincial Medicare Act or a Provincial Hospital Insurance Act and to the extent that billing by the provider of the service or supply is in contravention of either such Acts.

The plan will cover visual motor therapy by an optometrist up to \$10 per half hour.

(10) Survivor General Information

(1) Definitions

1. Surviving Spouse

The term "Surviving Spouse" is limited to the wife or husband, as the case may be, of an "Employee" or "Pensioner" who was being covered as a "Dependent" immediately prior to the death of the "Employee" or "Pensioner" and who is entitled to receive an immediate pension under the Pension Plan for Bargaining Unit Employees of Hamilton Specialty Bar Corporation and has not remarried.

2. Dependent(s) of a Surviving Spouse

The term "Dependent" as it relates to "Dependent(s) of a Surviving Spouse" is limited to:

- (a) The Surviving Spouse's unmarried children who were being covered as "Dependent" immediately prior to the death of the "Employee" or "Pensioner" including step-children, legally adopted children and children under legal guardianship of the Surviving Spouse and other children whom the Surviving Spouse is entitled

to claim as a dependent for Income Tax purposes under nineteen (19) years of age, or

(b) The Surviving Spouse's unmarried children nineteen (19) years of age but under twenty one (21) years of age who were being covered as "Dependent" immediately prior to the death of the "Employee" or "Pensioner" (including step-children, legally adopted children and children under legal guardianship of the Surviving Spouse and other children whom the Surviving Spouse is entitled to claim as a dependent for Income Tax purposes) who are wholly dependent upon the Surviving Spouse for maintenance and support and who are registered students in regular full-time attendance at an accredited secondary school, college, university or institution for the training of nurses and have their legal residence with the Surviving Spouse.

3. Termination of Coverage

1. Benefit Coverage for the "Surviving Spouse" and the "Dependents of the Surviving Spouse" will terminate upon the re-marriage of the Surviving Spouse.
2. Benefit Coverage for the "Dependents of the Surviving Spouse" will terminate thirty-one (31) days following the death of the Surviving Spouse.

(2) Coverage

Major Medical

Major Medical Expense Benefits for "Surviving Spouses and their Dependents" as contained in Section 7 excluding the payment of dispensing fees for pensioners or their dependents past the age of sixty-five (65).

Dental

No dental services and products will be provided save and except, service provided by a Dentist for the following:

- dentures (not duplicate set)
- denture repair
- relining and rebasing of dentures

The amount charged will be paid up to the amount shown in the applicable fee schedule of the Dental Association of the Province of Ontario as per (6)(c).

In the absence of any provision in the fee schedule, the amount payable will be the reasonable and customary charges as determined by the Insurance carrier.

Hearing Aids

No hearing aids are covered.

UNION/COMPANY INITIATIVE TO IDENTIFY WAYS TO CONTAIN BENEFIT COSTS

The parties agree that the containment of healthcare benefit costs is a joint priority, since such benefit costs are a substantial component of the costs of the operation and have steadily increasing over the last few years.

Therefore, the parties agree to establish a Joint Committee composed of two (2) Company representatives and two (2) Union representatives, one of which will be the Union President. The mandate of this Joint Committee will be to make recommendations to the Company on how to contain the escalating benefit costs.

The Joint Committee will be provided with all necessary information and costing in order to make informed decisions. Such information is to remain confidential.

In addition to other means of cost containment which the Committee may agree upon, the Committee may develop and initiate the following programs:

- Preferred Provider Network for dispensing prescription medications at a standard dispensing fee.
- Generic Drug substitution.
- preferred dental providers
- preferred paramedical providers

The Committee will discuss and agree upon a method for calculating and distributing equitably the savings from all initiatives as well as any cost-savings sharing that may occur. In determining cost-savings, any and all costs associated with achieving those savings will be deducted from the overall savings. In all cases, costs savings will be calculated on the confirmed savings experienced in the first twelve (12) months following the

program's implementation. In addition, the Union agrees that any initiative taken on solely by the Company, such as changing carriers, reducing A.S.O. charges, or renegotiating pooled and/or semi-pooled insurance rates will not be subject to cost-saving sharing. Unless otherwise agreed to, applicable cost-savings will be shared 50%/50%. Any and all cost-savings that are to be shared with the Union will be placed into the Contingency Plan to assist in offsetting eligible medical expenses which may be incurred by employees, retirees and their dependents.

ARTICLE 24: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

1. Definitions

The following terms, wherever used herein, shall have the meanings set forth below:

“Applicant”

A former employee whose service and employment were terminated when he/she was laid off for lack of work and who is entitled to recall in accordance with the Agreement.

“Agreement”

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.

“Company”

Hamilton Specialty Bar (2007) Inc..

“Credit Point”

As specified in the Plan.

“Day”

The calendar day unless otherwise specified.

“Employee(s)”

Any hourly rated person who is regularly employed by the Company and represented by Local 4752.

“Financial Position”

As specified in the Plan.

“Fund”

The Hamilton Specialty Bar (2007) Inc. Supplementary Unemployment Benefit Plan Trust Fund.

“Maximum Funding Position”

As specified in the Plan.

“Month”

The calendar month unless otherwise specified.

“Net Worth”

The difference between the total assets and the total liabilities of the Fund at any given time.

“Person”

An applicant or an employee as defined herein.

“Plan” or “Supplementary Unemployment Benefit Plan”

The Hamilton Specialty Bar (2007) Inc. Supplementary Unemployment Benefit Plan for Bargaining Unit Employees (herein after referred to as the “Plan”).

“Public Funds”

Any money made available by the Government, either Federal, Provincial or Municipal or any agency of such governments.

“Service”

As defined by the Agreement and is synonymous with seniority.

“Straight Time Hours Worked”

All hours for which an employee actually performs work for the Company and for which he/she is compensated at the regular rate of pay as prescribed by the Agreement.

“Trustee”

The trustee of the Fund

“Unemployment Insurance Act”

The Unemployment Insurance Act in force and effect at Hamilton and the benefits then applicable.

“Unemployment Insurance Benefit”

The benefit paid pursuant to the Unemployment Insurance Act, to persons on account of their unemployment.

“Union”

The local of the United Steelworkers of America which is currently the signatory to the Agreement.

“Week”

A calendar week unless otherwise specified.

“Weekly Benefit”

The weekly benefit as specified in the Plan.

“Year”

A calendar year unless otherwise specified.

2. General Provisions

a) Establishment of the Fund

The Company shall establish a Fund, in accordance with the Plan, with a trust company or companies selected by the company as Trustee to hold and invest the Fund and to make payments out in accordance with a trust agreement to be entered into in connection with this Plan. The Company’s contributions shall be made into the Fund and the Company’s liability for benefits and expenses associated with the administration of this Fund.

b) Maximum Funding

A maximum funding position of the Fund shall be established for each calendar month.

The maximum funding position shall be lesser of:

- (a) Eighty Thousand Dollars, or
- (b) Seventy-Five (75) dollars multiplied by the sum of:
 - (i) Employees in the employment record, and
 - (ii) Applicants who are eligible for a Weekly Benefit under this plan.

The number of employees and applicants will be determined by the Company as of the last day of the month preceding the month for which the maximum funding position is calculated.

c) 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 b) 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 for the purposes of applying the benefit level as set forth

in Section 5 provided, however, that whenever the Financial Position of the Fund for any particular month is calculated to be less than 15%, then such Financial Position shall be applied only to the first week ending within such month and thereafter there shall be determined a Financial Position for a particular week equals or exceeds 15% in which event, such Financial Position shall be applied for each week thereafter until the Financial Position for the following month is calculated.

d) 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 of data used in making the computations. Any error discovered, will be corrected in the next month's computations.

3. Contributions to the Fund

a) Contributions by the Company

The Company shall make a contribution to the Fund up to five cents (5¢), per Appendix E, B.(a)(i), multiplied by the total number of straight time hours worked by each employee during the preceding month, or such lesser amount as will bring the Net Worth of the Fund up to the maximum Funding Position as provided in Section 2 b).

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

b) 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.

4. Weekly Benefits of the Plan

a) Weekly Benefits

The Weekly benefit payable to an eligible applicant for any week in which a benefit is claimed shall, subject to b) below, be one hundred dollars (\$100.00).

b) Effect of Low Financial Position of Fund

Where the current Financial Position of the Fund is calculated to be less than thirty-five (35) per cent, the Weekly Benefit shall be fifty dollars (\$50.00) for each week in the calendar month for which the Financial Position is so calculated.

c) Reduction of Weekly Benefit

The Weekly Benefit shall be reduced by the amount of:

- (I)** Any Public Funds received or receivable for which an Applicant may be eligible in respect of this unemployment during the week for which he/she is claiming a benefit under this Plan, with the exception of welfare payments duly authorized by the General Welfare Assistance Act (Ontario), or any equivalent Insurance Benefits.
- (II)** Any monies received or receivable from any source for work performed by the Applicant during the week for which such Benefit is claimed which are in excess of the sum of:
 - (i)** the amount of the Applicant's remuneration which is disregarded in deducting weekly earnings from Unemployment Insurance Benefit: and
 - (ii)** the Unemployment Insurance Benefit which he/she would have received had he/she not been ineligible for the reasons set forth in Section 6 c).

The Unemployment Insurance Benefit which would have been otherwise 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/she was an employee of the Company.

d) Insufficient Money in Fund for Benefit Payment

Notwithstanding any of the other provisions of the Plan, no Weekly Benefit will be paid for any week in which the Financial Position of the fund is calculated to be.

- (a)** Less than four (4) percent; or
- (b)** after than four (4) percent, but where the assets of the Fund are not sufficient to pay Weekly Benefits to which Applicants would have been entitled under the Plan were the assets of such Fund adequate to pay such Benefits.

e) Tax Withdrawals

The Company or the Trustee 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.

f) 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/her recall from lay-off.

5. Duration of Weekly Benefits

a) 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/she 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.

b) Credit Points

(a) Credit Points are to be used for the sole purpose of determining the duration of the 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 June 1, 1970, provided, however, that an Employee:

(i) may not have to his/her 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/she completes eighteen (18) months of service.

(c) For the purpose of this section each statutory holiday paid will be considered as eight (8) straight time hours worked in determining credit points.

c) Deduction of Credit Points

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

d) Forfeiture of Credit Points

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

- (i) has his/her service and employment terminated for any reason other than lay-off, or
- (ii) while on lay-off has his/her entitlement to recall terminated in accordance with the Agreement, or
- (iii) willfully misrepresents any facts in connection with an application by him/her for a Weekly Benefit under the Plan.

6. Eligibility for Benefits

a) Application for 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 Section 6 c).

b) Rules

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.

- (I)** For any week of qualifying lay-off an Applicant must apply for each Weekly Benefit that he/she may claim under this plan within five (5) days following receipt of his/her Unemployment Insurance Benefit for such a 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 or similar document.
- (II)** 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 lay-off, such Applicant may apply for his/her Weekly Benefit, either in person or by mail, as determined by the Company.

(III) An Applicant shall be required to produce evidence satisfactory to the Company.

- i. that he/she has received payment of an Unemployment Insurance Benefit for the week for which he/she is claiming a Weekly Benefit under this Plan; or
- ii. that he/she was not eligible to receive an Unemployment Insurance Benefit for the week for which he/she is claiming a Weekly Benefit under this Plan solely due to the reasons set forth in Section 6 c) III.
- 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.

c) 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/she:

- (I)** has a minimum of eighteen (18) months of service with the Company;
- (II)** is on a qualifying lay-off as provided in 6.04;
- (III)** received Unemployment Insurance Benefit in accordance with the Unemployment Insurance Act or was ineligible for an Unemployment Insurance Benefit due solely to:
 - a. not having, prior to his/her lay-off, a sufficient period of work in employment covered by Unemployment Insurance.
 - b. the requirements to serve a two week waiting period prior to eligibility as stipulated in the Unemployment Insurance Act; or
 - c. the limitations under Unemployment Insurance on the period of time for which Unemployment Insurance Benefits are payable to the Applicant.

- (IV) has to his/her credit at least one (1) Credit Point to be canceled in accordance with 5 c);
- (V) has not refused an offer of available work when recalled by the Company in accordance with the Agreement and reports for work on the date required by the Company;
- (VI) was not serving in Her Majesty's armed forces of Canada;
- (VII) 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 received while in active employment with the Company prior to lay-off) whether publicly or privately financed, or a Company financed pension or retirement benefit.
- (VIII) 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.

d) Lay-off Provisions

- (I) Except as provided in (b) hereof, an Applicant shall be considered to be on a qualifying lay-off when he/she 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/she was laid off work in accordance with the seniority provisions of the Agreement.
- (II) An Applicant shall not be considered an a qualifying lay-off for purposes of Section 6 d) (I) when work is not available to him/her as a consequence of:
 - (a) disciplinary reasons, or
 - (b) any strike, slowdown, work stoppage, or any dispute of any kind, by any other persons employed by the Company, or any picketing (whether or not by Employees), at any Company Plant, which interferes with production, or

- (c) sabotage or insurrection, or
- (d) any act of God, or
- (e) any war or hostile act of foreign power, or
- (f) any fault attributable to the Applicant.

e) Administrative Delays - Unemployment Insurance Benefits

- (I) With respect to any week for which an applicant has applied for a Weekly Benefit under this Plan and for which his/her 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/her shall be set aside from the fund pending final disposition of the Applicant's Unemployment Insurance claim appeal, and
- (II) If the Unemployment Insurance Benefit claimed 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 (1) Credit Point required to be canceled in accordance with Section 5 c) at the time such Weekly Benefit is paid.

7. Effectiveness and Continuation of Plan

a) 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 the National Revenue and 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 law, as now in effect or as may be hereafter amended or may hereafter become effective.

b) Unemployment Insurance Rulings

The Company shall not be required to make any contribution 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;

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

c) 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 and approvals satisfactory to the Company. If such rulings or 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 forth in Section 7 e).

d) 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 regulations, the Company shall have the right to deduct such amount from such contribution and pay only the balance to the fund.

e) Termination of Plan

Upon the termination of the Plan:

- (I) 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.

- (II) 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.

8. Administration

a) 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 the plan.

b) The Company shall be reimbursed each year for the cost, if any, of forms and stationary supplies, banking and auditing fees, and all calculation charges. The Company shall submit an itemized statement to the Trustee (a copy of which will be sent to the Union) at the end of each year of the costs incurred and shall be reimbursed from the Fund for that year.

9. Appeals Procedure

a) Board of Appeal

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

b) First Step

(I) An Applicant who alleges he/she was incorrectly determined ineligible for the Weekly Benefit paid, may file an appeal in writing to the Human Resources 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.

(II) The Human Resources 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.

c) Second Step

(I) 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.

(II) 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 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.

d) 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/her claim, or (ii) cheque for a Weekly Benefit, may be submitted under this Section.

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

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

g) Arbitration

Only an appeal which has been properly filed and processed in accordance with this Article may be referred to Arbitration, as provided hereunder.

h) 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 Chairperson.

i) Where the two representatives to the Board of Arbitration fail to agree on the selection of a Chairperson 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.

j) (I) 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 Chairperson governs. There shall be no appeal from the decision of a Board of Arbitration.

(II) The Board shall not have any authority to alter, modify or change any 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 this Plan;

(iv) whether the appeal was filed and processed within the time and in the manner specified in this Section;

(v) whether the Applicant is eligible with respect to the Weekly Benefit claimed;

(vi) the amount of any Weekly Benefit payable.

k) Expenses and Remuneration - Board Chairperson and Representatives

(I) The parties shall each pay one half of the remuneration and expenses of the Chairperson of the Board of Arbitration.

(II) 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.

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

10. Miscellaneous

a) 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.

b) Management Functions

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 Article 5:01 of the Agreement.

c) 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 this status as a former employee under the Agreement amended or changed in any way. Nor shall he/she 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/she would otherwise be entitled to were he/she not receiving any Weekly Benefit under this Plan.

d) 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.

e) To Whom Benefits are Payable

Weekly Benefits shall be payable under this Plan only to the person who is eligible therefore, except where the Company;

- (I) find that such person is deceased, in which event, such Weekly Benefit, which is payable with respect to the period of qualifying lay-off immediately preceding the week in which such person died, may be paid to one or more of his/her heirs, testamentary legatees, beneficiaries, executors or administrators as the Company may decide; or
- (II) receives evidence satisfactory to it that such person is unable to reason because of physical or mental infirmity arising from any cause whatsoever to receive such

payment or to give valid release therefore and there is no guardian, committee or other representative legally responsible for the estate of such person, in which event such Weekly Benefit, which is payable with respect to the period of qualifying lay-off immediately preceding the week in which such person became disabled, may be paid, as the Company may decide, to any member of the family of such person or to any other person who is managing the affairs of such person or is then maintaining such person in trust; and the release of the person to whom such payment is made in trust shall be a valid and complete discharge of such payment.

f) Method of Payment

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

g) 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 mailed to the recipient and he/she shall return the amount of overpayment to the Trustee. If such recipient fails to return such amount promptly, the Trustee shall arrange for the amount of overpayment to be reimbursed to the Fund by making a deduction from future Benefits otherwise payable to such recipient or by requesting the Company to make a deduction from compensation otherwise payable to him/her, or both. The Company may make such deductions from the employee's compensation and in such event pay the amount deducted to the Trustee. At such time as such overpayment is recovered by the Fund, the number of Credit Points, if any thereto before canceled with respect to such overpayment of Benefits shall be restored to such employee, subject to Section 5.

ARTICLE 25: COST OF LIVING ALLOWANCE (COLA)

1. Effective with the first pay period following the release of the Consumer Price Index (1971 = 100 Base) for each of the

following months, when compared to the Consumer Price Index (1971 = 100 Base) for the respective months as shown below, for each .3 increase, a cost-of-living allowance of 1 cent per hour will be paid.

March 2016 compared to December 2015
June 2016 compared to March 2016
September 2016 compared to June 2016
December 2016 compared to September 2016
March 2017 compared to December 2016
June 2017 compared to March 2017
September 2017 compared to June 2017
December 2017 compared to September 2017
March 2018 compared to December 2017
June 2018 compared to March 2018
September 2018 compared to June 2018
December 2018 compared to September 2018
March 2019 compared to December 2018
June 2019 compared to March 2019

2. Cost-of-living allowance will be paid for straight time hours worked and will not be paid for overtime hours, allowed time, premium hours, vacation pay or holiday pay or used as a basis for calculation of overtime or incentive payment.

3. The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Consumer Price Index in its present form and calculated on the same basis as the Index for April 1, 2001 (1971 = 100 Base). No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this Agreement.

4. Any decreases in the cost-of-living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in No. 1 above shall reduce the net accumulated cost-of-living allowance, payable under No. 2 above, effective at the times specified in No. 1 above.

5. The outstanding COLA accumulated as of March 31, 2019 as per Paragraph 2 above will be rolled into the Standard Hourly Wage Scale on April 1, 2019.

ARTICLE 26: TERMINATION

This Agreement shall be in effect until the 31st day of March 2019 and shall thereafter continue for a period of one year unless either party shall give notice to the other not more than 90 days nor less than 60 days before the expiration date that it desires revision, modification or termination of this Agreement at its expiration date. If either party does give notice the parties will meet to negotiate within 30 days after the giving of such notice.

The Company will provide employees with copies of the Agreement and booklets outlining

Pension and Group Insurance Plans as soon as practical following ratification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their proper officers.

HAMILTON SPECIALTY BAR (2007) INC.

(Signed) G. Hiller, CEO

(Signed) J. Tratnyek, HR Manager

(Signed) S. McGee, HR Generalist

UNITED STEELWORKERS - LOCAL UNION 4752

(Signed) M. Mercanti, Chairperson

(Signed) F. Liberatore

(Signed) P. Torek

(Signed) J. Monaco

(Signed) F. Arcuri, USW Staff Representative