

**BASIC
AGREEMENT**

**DATED
June 22, 2006**

BETWEEN

**HAMILTON STEEL GP INC.,
as general partner of and on behalf of
Hamilton Steel Limited Partnership
(Hereinafter called the "Company")**

-AND-

**LOCAL UNION 1005
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union
(formerly, United Steelworkers of America)
(Hereinafter called the "Union"),
representing a unit of employees at
Hamilton Steel GP Inc.**

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SECTION 1

INTENT AND PURPOSE

1.01 It is the intent and purpose of the parties hereto to set forth herein the Basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed and to provide a procedure for the prompt, and equitable adjustment of alleged grievances, to the end that there shall be no interruption or impeding of work, work stoppages, strikes or other interference with production during the life of this agreement. The Company and the Union agree to comply with the provisions of the Human Rights Code and other employment related legislation.

1.02 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) Periodic meetings of the Productivity and Strategic Planning Committee will be held between individuals representing the Management of the Works and the President of the Union and/or his delegate(s).
- (b)
 - (i) Members of the Productivity and Strategic Planning Committee shall be the Vice President and General Manager Operations and others as may be required for the Company and for the Union, the President and others as may be required.
 - (ii) Such meetings will be held every three months at a mutually convenient date and time, and more frequently on urgent matters as may be requested from time to time by either party at a mutually convenient date and time.
 - (iii) It is further agreed by the parties to provide written response to agenda items upon request of either party and within thirty (30) calendar days of such meeting.
- (c) The purpose of such meetings will be to facilitate implementation of the Productivity Payment Plan and also assist management regarding attrition, temporary assignments, job combinations, etc. This Committee will also review and advise management regarding facility utilization. Specific items to include market opportunities, order constraints, equipment limitations, reinvestment strategies, and specific capital expenditure projects.

Further, the Committee shall discuss general matters of mutual concern arising out of the administration of the Basic Agreement and its Supplements, as well as other matters of mutual concern affecting the interests of the Company and the employees. It is understood that such meetings are not intended to replace or interfere with the Grievance

Procedure or other established procedures for administration of the Basic Agreement.

- (d) Details as to the scope of such discussions and other procedural matters will be subject to mutual agreement of the parties.

- 1.03** The Agreement for an Insurance Program and the Agreement for a Pension Plan Agreement have been executed by the parties as separate agreements which shall continue in effect during the term of the Basic Agreement subject to their specific terms and conditions.

SECTION 2

RECOGNITION OF UNION

- 2.01** The Company recognizes the important role of the Union in building and sustaining an economically viable enterprise and in protecting and advancing the rights, goals, and interests of its members.

To that end the Company and the Union are committed to continue building a positive relationship with each other, and to involving the Union and its members in work restructuring.

Therefore, the Company and the Union agree to implement Item 8 Letter of Agreement re Work Restructuring at Hamilton Steel.

The Company recognizes the Union as the sole and exclusive certified collective bargaining agency for all the hourly and production employees of the Company at Hamilton Steel, but excepting:

- (a) Officers and officials of the Company,
 - (b) Persons acting in a supervisory or confidential capacity or having authority to employ, discharge, or discipline employees,
 - (c) Policemen,
 - (d) Bricklayers and masons employed as maintenance men.
- 2.02** The term "employee" or "employees" as used in this agreement shall mean only such persons as are included in the above-defined bargaining unit.
- 2.03** Any difference which arises between the Union and the Company as to whether a person is in the said bargaining unit may be treated as a grievance and dealt with under the procedure for adjusting grievances set forth in Section 9 hereof.

2.04 The parties agree that:

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

2.05 (a) Supervisors shall not do work ordinarily performed by bargaining unit employees except for:

- (i) Instruction and training of employees, and
 - (ii) Emergency work when employees are absent or not available when required.
- (b) It is recognized that the Company may place non-bargaining unit personnel on bargaining unit jobs for the purpose of providing training for non-bargaining unit positions. It is understood that employees will not be displaced thereby and nothing herein shall be deemed to waive the provisions of Section 7. The Company will notify the Union in writing of any personnel hired or selected for such training.

SECTION 3

COLLECTION OF UNION DUES

3.01 The Company shall deduct Union dues including, where the applicable, initiation fees and assessments, on a bi-weekly basis pay from the wages of each employee covered by this agreement. The amount of dues shall be

calculated in accordance with the Union's Constitution.

- 3.02** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 10 days from the payday on which the remittance was deducted. 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's Regional Office and to Local 1005's Office.
- 3.03** 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.
- 3.04** This information shall be sent to the Union addresses identified in Clause 3.02 in such form as shall be directed by the Union to the Company.
- 3.05** 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 Section.
- 3.06** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

SECTION 4

MANAGEMENT FUNCTIONS

- 4.01** The management of the plant and the direction of the working forces, including the right to direct, plan and control plant operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the plant in the traditional manner is vested exclusively in the Company, subject to the express provisions of this agreement.

SECTION 5

HOURS OF WORK, OVERTIME, ALLOWANCES AND PREMIUMS

- 5.01** (a) This section provides the basis for the calculation of any payment for overtime, and for establishing work schedules.

- (b) When an employee reports for work after having been scheduled or notified so to report, he/she shall be paid for all hours scheduled at the rate of the job scheduled unless:
 - (i) work is not available because of conditions over which the Company has no control, including fire, storm, flood, failure or insufficiency of electrical or other power, or
 - (ii) he/she receives permission from his/her supervisor to leave work, or
 - (iii) he/she has been notified by the Company not to report for work at least two (2) hours before his/her regular starting time. An employee shall be deemed to have been so notified if the Company has called and left a message at the telephone number recorded by them in his/her department, or he/she has not so recorded any telephone number.

Hours of Work

- 5.02** (a) The normal work day for the purpose of Clauses 5.02 to 5.06 inclusive shall be eight (8) hours of work in a 24-hour period.
- (b) Subject to Clause 5.03 the normal work week shall be any five (5) normal work days within a work week.
- (c) The normal work week shall be forty (40) hours.
- 5.03** The work pattern shall be five (5) consecutive work days beginning on the first day of any seven (7) consecutive day period and may begin on any day of the calendar week and may extend into the next calendar week. The Company may increase or decrease the number of shifts or days on or during which a department may be scheduled, but all employees shall be scheduled on the basis of the work pattern except where:
- (a) Such schedules regularly would require the payment of overtime;
 - (b) Deviations from the work pattern are necessary due to breakdowns or other conditions beyond the control of the Company;
 - (c) Schedules deviating from the work pattern for reasons other than (a) or (b) above are established by agreement between the Company and the Union. The following representatives will deal with such matters:

For the Union: Plant Grievance Committee Chairperson and Chief Steward of the department involved, or their delegates;

For the Company: Department Manager and Employee Relations Representative of the department involved, or their delegates.

5.04 Schedules of work for each calendar week shall be posted or otherwise made known to employees by 2:00 p.m. Tuesday of the preceding week. Such schedules shall be provided as requested to the department Chief Steward.

5.05 (a) Schedules may be changed by the Company at any time, provided however, that where an employee's schedule is changed after 2:00 p.m. 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 re-scheduled working day in the calendar week in which the schedule change is to be effective provided that such employee is not unjustifiably absent, as specified under Letter of Agreement re Employee Absences, on any of the other scheduled work days in such work week. This provision shall not apply where any change in schedule arises from:

- (i) The reassignment of an employee from a posted temporary vacancy when such vacancy ceases to exist and then the resulting subsequent vacancies cease to exist, or;
- (ii) The assignment of an employee to a job and any subsequent assignments arising out of the application of Clause 7.13 or 7.18, or;
- (iii) any changes in schedule requested by an employee, or;
- (iv) any change in schedule due to a breakdown, or unscheduled repair, or;
- (v) a change in the hours of work for a day, afternoon or night turn.

It is understood that a change in schedule will not be considered to exist, and an employee will not have entitlement to overtime rates under this provision where an employee is required to work an overtime shift or works a day(s) lost from work as a result of the application of Section. 7.

(b) Where employees' schedules are changed under this clause, such change shall be explained at the earliest practicable time prior to the change to the Chief Steward or, in his/her absence, the Steward of the employees affected.

(c) An employee's schedule may be changed to another shift or to a new working schedule provided that such changes are not made for the purposes of requiring such employee to take time off work in order to offset overtime already worked or previously scheduled to be worked.

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

An employee, who works more than two (2) consecutive hours overtime immediately after having worked a regularly scheduled eight (8) hour shift, will be provided a thirty (30) minute lunch period during the second shift.

It is understood that the granting and scheduling of lunch periods is subject to the needs of particular operations.

Overtime

5.07 (a) The work day for the purpose of Clauses 5.07 to 5.12 inclusive shall be the twenty-four (24) hour period beginning with the time the employee commences work and the work week shall be the seven (7) day period beginning on Sunday at the hour at which the day shift commences in any department.

(b) The Company shall provide a report to the Union President once monthly summarizing the overtime hours worked by occupation within each department.

5.08 Overtime rates shall be paid for:

(a) Time worked in excess of eight (8) hours in a work day.

(b) Time worked in excess of forty (40) hours in a work week.

(c) 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.

(d) Time worked after his/her regular quitting time when an employee is held after the regular quitting time of any shift of eight (8) hours.

(e) Time worked if an employee is notified 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 an employee's schedule is changed to another shift or to a new working schedule which provides alternative day(s) off and such change in schedule is in accordance with the provisions of Clause 5.05.

A day(s) lost from work as a result of the application of Section 7 shall not be considered as a scheduled day(s) off for the purpose of this clause. The Company will designate the day(s) lost from work as the result of the application of Section 7.

- (f) An employee who works more than (3) consecutive hours overtime immediately after having worked a regularly scheduled shift, will be paid a \$6.50 meal allowance in his/her regularly bi-weekly pay.

5.09 The hours for which a statutory holiday allowance is paid as provided in Section 12 shall be deemed to be hours worked in computing overtime on a weekly basis, provided the employee was normally scheduled to work such hours. In the event that 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 been 'normally scheduled to work such hours', such dispute shall be resolved on the basis of the employee's weekly schedule worked during the eight (8) work weeks immediately preceding the work week in which the statutory holiday is observed.

5.10 If an employee works the same hours referred to in Clause 5.09 and qualifies for the special allowance as provided in Section 12, then only the hours for which the special allowance is paid will be used in computing overtime on a weekly basis.

5.11 All overtime hours worked, as specified in Clause 5.08, shall be paid for on regular paydays at:

- (a) one and one-half times the regular rate of pay, or
- (b) double the regular rate of pay if such hours are overtime hours worked on a statutory holiday by an employee who is entitled to the special allowance in accordance with Section 12.

For the purposes of this clause, regular rates of pay shall mean the standard hourly rate of the job plus any out-of-line differential and incentive differential that may apply or earnings under an incentive plan if applicable.

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

Allowances

5.13 (a) When an employee is called in for any reason or for his/her attendance at any meeting he/she shall receive a minimum of four (4) hours pay at his/her standard job level plus any out-of-line differential and incentive differential that may apply.

- (b) An employee called in to work and required to report at irregular hours

(i.e. not a recognized shift) shall receive a full hours pay for a fraction of an hour worked at the beginning or the end of the call-in. An employee required to report after the commencement of a recognized shift and who works the remainder of such shift shall receive a full hour's pay for a fraction of an hour worked at the beginning of the call-in only. This clause shall not apply in the case of an employee notified to report at a specified time.

Premiums

- 5.14** (a) Turn premiums will be paid as follows:
- (i) For hours worked by an employee on his/her regularly scheduled afternoon turn (3:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight) - forty (40) cents.
 - (ii) For hours worked by an employee on his/her regularly scheduled night turn (11:00 p.m. to 7:00 a.m. or 12:00 midnight to 8:00 a.m.) - fifty-five (55) cents.
- (b) The appropriate turn premium under (a) above shall be paid to an employee who works a full overtime afternoon or night turn as defined therein.
- 5.15** (a) 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 the commencement of the day shift on Saturday.
- (b) A premium of one dollar and twenty-five cents (\$1.25) per hour 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.
- 5.16** Any premium paid pursuant to Clauses 5.14, 5.15 or 5.17 shall not be increased by reason of having been earned in overtime.
- 5.17** (a) An employee who, as a result of the application of Clause 5.03 (a), is scheduled to a work pattern which does not provide two (2) consecutive days off will receive a premium of one dollar (\$1.00) per hour for all straight time hours worked on the first scheduled working day immediately following his/her first scheduled day off.

For the purpose of this clause, only an employee whose two (2) scheduled days off during a work week (Sunday to Saturday) are not consecutive but are separated by one or more scheduled working days, will be entitled to the split days off premium.

Where an employee is scheduled to work a sixth or seventh day, the day(s) which the employee would normally be scheduled off will be designated on the schedule as day(s) off, required to be worked.

- (b) An employee will not be entitled to split days off premium where:
 - (i) his/her scheduled days off during a work week are consecutive, or
 - (ii) his/her scheduled days off during a work week are Sunday and Saturday and he/she was scheduled in the immediately preceding work week with Saturday and Sunday as days off or with Friday and Saturday as days off, or
 - (iii) as a result of an employee's request, the Company changes an employee's schedule either to or from a schedule providing for split days off, or
 - (iv) a schedule provides for split days off as a result of the conditions outlined in Clause 5.05 (a) (i), (ii), or (v).

SECTION 6

WAGES/JOB EVALUATION

- 6.01** The Co-operative Wage Study (C.W.S.) Manual for Job Description Classification and Wage Administration, dated October 1, 1956, as amended (hereinafter referred to as "the Manual") is incorporated in this Agreement as Appendix "C".
- 6.02** Each job shall be described and classified and a rate of pay applied to each employee on such job in accordance with the provisions of this agreement. The standard hourly rate for each job shall be the standard hourly rate for all jobs classified within each respective pay level.
- 6.03 Standard Pay Levels**
 - (a) Effective June 22, 2006, the Pay Levels shall be amended to include the agreed upon wage adjustments as well as the Cost of Living Allowance roll-in of sixty five (\$0.65) cents and shall be shown in Appendix 'A'.
 - (b) Effective January 1, 2007, an increment of \$0.005 shall be added to each Pay Level.
 - (c) Effective August 1, 2007, an increment of \$0.005 shall be added to each Pay Level.
 - (d) Effective January 1, 2008, an increment of \$0.010 shall be added to each Pay Level.
 - (e) Effective August 1, 2008, and increment of \$0.005 shall be added to each Pay Level.

- (f) Effective January 1, 2009, an increment of \$0.015 shall be added to each Pay Level.
- (g) Effective August 1, 2009, an increment of \$0.010 shall be added to each Pay Level.
- (h) Effective January 1, 2010, an increment of \$0.020 shall be added to each Pay Level.

Production and Maintenance Jobs

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

Learner Rates

6.05 An employee who is being trained on a job in accordance with the provisions of Clause 7.09 where another employee other than the employee being trained is on the job, shall be paid a learner rate which shall be:

- (a) In the case of an employee hired for the learner job, the standard hourly rate for pay Level 1, or
- (b) In the case of a non-probationary employee transferred to the learner job, the standard hourly rate of the pay level from which he/she was transferred or Level 2.

Description and Classification of New or Changed Jobs

6.06 The description and classification for each job within each pay level in effect as of the date of this agreement and others subsequently established shall continue in effect unless:

- (a) The job is terminated or not occupied during a consecutive period of one year; or
- (b) The description and classification is changed by mutual agreement of the Company and the Union.

6.07 The Union shall designate two employees to serve on a Job Evaluation Committee. Such employee(s) shall be provided with paid time off to conduct their business as described in this Section. Time so spent will be deemed to be time worked for all provisions of the Basic Agreement, Supplementary Unemployment Benefit Plan (SUB), Group Insurance and Pension Agreement and paid for at the employees' rate of pay.

6.08 In the event the Company chooses to modify the duties of an existing job, create a new job, or combine jobs from different pay levels, it shall follow the

procedure outlined below. The applicable pay level for the job shall become effective on the date the new job was established or on the date the job content of the existing job was changed. The Company shall meet with the Job Evaluation Committee and present it with a written description of how it intends to modify an existing job or a complete description of a proposed new job.

The description shall include:

- (a) the requirements of such new or modified job in the areas of training, skill, responsibility, effort and surroundings (requirements);
- (b) the Company's view as to how these requirements compare to the requirements for existing jobs at the plant; and
- (c) based on paragraphs (a) and (b) above, at what level the Company believes the job should be paid based upon the manual.

6.09 The Job Evaluation Committee shall be provided with any additional information requested in connection with its assessment of the new or modified job within the pay level.

6.10 In the event the parties are unable to agree upon the appropriate pay level for the new or modified job, such dispute shall be reviewed by the President of the Local Union and the Vice President and General Manager Operations, or his delegate.

Transfers

6.11 When an employee is permanently transferred from one pay level to another, he/she shall be paid the job level to which he/she has been transferred.

6.12 Conditions may require the Company to assign an employee to a job other than the job on which he/she is regularly employed and in a different pay level, for any period not exceeding thirty (30) days. It is understood that this provision will only be implemented by the Company when the specific condition requiring such implementation is anticipated to be for thirty (30) days or less. Prior to any such implementation, the Department Manager or his delegate(s) will meet with the Chief Steward(s) of the department (s) to discuss such assignment. The Company will notify the Plant Grievance Committee Chairperson of all such meetings and will arrange for his/her attendance where practicable.

An employee shall be paid the greater of:

- (a) the rate of the pay level of the job on which he/she is regularly employed, or
- (b) the rate of the pay level of the job to which he/she is transferred, or

- (c) the average hourly rate earned by such employee in the preceding pay period.

Wage Grievances

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

SECTION 7

SENIORITY

- 7.01** For the purpose of this agreement, "service" shall mean an employee's length of service with the Company at Hamilton Steel since the date of his/her last hiring or rehiring, but shall include service as provided in Clause 7.03 hereunder. Where two or more employees have the same service date the employee with the lowest permanent number assigned by the Company shall be considered to have the longest length of service.

- 7.02** Service and employment shall be terminated when an employee:

- (a) Resigns;
- (b) Is discharged;
- (c) Is laid off for lack of work;
- (d) Is absent due to a disability not compensable under the Workers' Safety and Insurance Board, for a period exceeding the limits set forth in Clause 7.03 (a) relating to length of service and recall entitlement;
- (e) Is absent for more than five (5) consecutive working days subject to the Letter of Agreement re Employee Absences;
- (f) Is absent due to a disability compensable under the Workers' Safety and Insurance Board for a period exceeding either, the period in respect of which temporary total or temporary partial disability compensation payments are made to him/her under the said Act, or for a period exceeding the limits set forth in Clause 7.03 (a) relating to length of service and recall entitlement, except that in the case of an employee with ten (10) or more years of service, for a period of five (5) years, whichever is the greater;
- (g) Fails to return to work at the termination of a leave of absence, except with the written consent of the Company;

- (h) Fails to report for work within ten (10) working days after being instructed to report by mailing to him/her of a registered notice at the last address appearing on the office records, unless the employee has obtained a written leave of absence from the Company for a period which does not expire within such ten (10) days.

7.03 (a) When an employee, other than a probationary employee has been laid off he/she shall be entitled to recall in inverse order of the layoff procedure, as follows:

- (i) Less than two (2) years of service at the date of layoff - for a period of twenty-four (24) months from the date of layoff.
- (ii) Two (2) years but less than three (3) years of service at the date of layoff - for a period of thirty (30) months from the date of layoff.
- (iii) Three (3) years but less than four (4) years of service at the date of layoff - for a period of thirty-six (36) months from the date of layoff.
- (iv) Four (4) years but less than five (5) years of service at the date of layoff - for a period of forty-two (42) months from the date of layoff.
- (v) Five (5) or more years of service at the date of layoff - for a period of forty-eight (48) months from the date of layoff.

(b) If a former employee is recalled and rehired within the applicable period, his/her service shall include service prior to such layoff and further accumulation of service as follows:

- (i) In the case of an employee with at least one (1) year of service at the date of layoff, the first nine (9) months of the layoff will be included with his/her prior service, or
- (ii) In the case of an employee with three (3) years or more of service at the date of layoff, the first fifteen (15) months of the layoff will be included with his/her prior service.

(c) If a former employee fails to report for work within eighteen (18) calendar days after being recalled by a registered letter to the last address on the employment records, he/she shall not be further entitled to recall. The date of the registered letter recalling the employee to work shall be considered as the date of return to work if he/she reports for work within the prescribed period.

7.04 In all hiring for bargaining unit positions, the Company shall give full consideration to immediate family members of current employees who meet

reasonably established hiring criteria. The decision and right to hire remains vested with the Company.

- (a) An employee shall be considered a probationary employee until he/she has been in the employ of the Company continuously and has worked 520 hours. Upon completion of such probationary period he/she shall have service dating from his/her last hiring date, and, in the case of an employee who was previously laid off and rehired, there shall be added to such service, any periods of employment as a probationary employee within the six (6) month period preceding his/her last hiring date.
- (b) The parties agree that a probationary employee is not entitled to grieve his/her discharge and may be discharged at the sole discretion of the Company unless discharge for Union activity is alleged. A probationary employee is entitled to all other rights and privileges accruing to employees under this agreement. This clause shall continue to be so interpreted during the term of this agreement unless and until it is amended, modified or altered as a result of specific change or amendment to the current Labour Relations Act.

Should an employee who is discharged for reasons other than Union activity wish to appeal the Company decision, he/she may, within seven (7) days of his/her discharge, request a meeting with the Vice President and General Manager, Operations or Plant Human Resources Manager or their delegate(s) with a Union representative in attendance at the employee's request. Within seven (7) days following such meeting the Company will issue a final decision regarding the discharge.

A probationary employee who is so discharged will be advised of the provisions of this procedure at the time of his/her termination. It is understood that failure to so notify the employee will not nullify the termination of such employee.

- 7.05**
- (a) The Company shall compile lists showing the service with the Company of each employee by department. Copies of such lists will be given to the Union and will be brought up to date every two (2) months. In the event that there have been an unusually high number of employee assignments processed by the Plant Human Resources Department, the Union may request updated copies on two additional occasions during the calendar year.
 - (b) The Company shall furnish to the Union lists of employees laid off and lists of employees recalled under this section.
 - (c) The Company shall furnish to the Chief Steward of each department a copy of the list referred to in Clause 7.05 (a). These lists shall be updated every two (2) months.

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

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

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

7.07 (a) When a permanent vacancy occurs on a job, immediate notice thereof shall be posted on the bulletin board of the departments throughout the Division for a period of five (5) days prior to the making of any permanent appointment to the job. Copies of posted job vacancies shall be supplied to the Chief Steward of the Departments throughout the Division.

(b) The employee with the greatest service who is in the department in which the vacancy exists and qualifying according to Clause 7.06, shall be entitled to the appointment. If there is no successful applicant from that department, the senior applicant from the Division qualifying in accordance with Clause 7.06 shall be entitled to the appointment. The name of the employee so appointed shall be posted on the bulletin boards of the departments throughout the Division not later than five (5) days after the expiry of the posting as referred to in Clause 7.07(a) above. A copy of such posting shall be supplied to the Chief Stewards throughout the Division.

(c) Nothing herein shall preclude the Company from making a temporary appointment, not to exceed thirty (30) days, to any job.

(d) For the purposes of (b) above, the following shall apply:

(i) Vacancies must be applied for within five (5) consecutive calendar days unless an employee could not apply because of absence from work during the entire five (5) consecutive calendar day posting because of:

1. Vacation
2. Sickness or accident
3. Leave of absence.

(ii) If an employee is absent for any of the reasons stated above,

he/she will have the right to apply for a job posted during his/her absence provided that he/she returns to the department within a period of thirty (30) days following the appointment to the job vacancy, or within seven (7) days after his/her return to the department, whichever is the shorter period.

- (e) In the event that no qualified employee applies for a posted vacancy, the Company may appoint the junior qualified employee in the line of sequence. An employee so appointed will be returned to his/her former job in the event that another employee subsequently applies for and is appointed such vacancy out of the provisions of Clauses 7.07 and 7.11.

7.08 When a job vacancy is expected to result within thirty (30) days because of the establishment of a new occupational classification or an employee's termination of employment, transfer to another department or out of the bargaining unit, an opportunity to train for such vacancy will be posted and filled in the same manner as a permanent job vacancy provided a qualified employee is not available.

7.09 If the Company trains an employee for other than a permanent job vacancy nothing herein shall preclude his/her right to return to his/her former job upon completion of his/her training period.

7.10 Subject to the provisions of Clause 7.06, a temporary vacancy in a higher pay level caused by an employee's absence will be filled by assigning the senior qualified employee on the shift on which the vacancy occurs except as hereinafter provided:

- (a) In the event that the Company is unable, due to the operational requirements, to assign the senior qualified employee to such temporary vacancy he/she will be paid at the rate of the job on which the vacancy occurred for hours worked on the shift in question.
- (b) Should an employee not wish to be assigned to temporary vacancies under this provision, he/she must sign a waiver form provided by the Company. Such waiver shall not be effective until the employee's next scheduled work day. Such a waiver may not be revoked by the employee until it has been in effect for at least thirty days and such revocation shall not be effective until a period of thirty days has elapsed from the date of filing such revocation with the employee's supervisor. Such revocation will be in writing on a form provided by the Company.
- (c) An employee shall not be entitled to be considered for a temporary vacancy unless such vacancy carries a higher pay level than the job on which the employee is working at the time the vacancy occurs.
- (d) No employee, other than the one senior qualified employee, shall accrue entitlement to payment under (a) above when such provision is

applicable.

- (e) The provisions of this Clause 7.10 shall only apply if:
 - (i) the temporary vacancy caused by the absence of an employee from work is for a full shift, except when the Shift Manager becomes aware in advance of either the start of the shift or during the shift that the employee will be absent from work for more than two hours, and
 - (ii) the employee whose absence causes the temporary vacancy to occur notifies the department of his/her absence prior to the commencement of the shift. In the event that such notification is not received prior to the commencement of the shift, the Company still will endeavour to fill the vacancy with the senior qualified employee on the shift but the provisions of this clause shall not apply.

- 7.11**
- (a) When it can be determined that a temporary vacancy, caused by an employee being on leave of absence for sickness, injury or other reasons, will exist for longer than thirty (30) days, notice of such vacancy will be posted in the department in which the vacancy occurs for a period of five (5) days prior to the making of any temporary appointment to the job. Copies of posted job vacancies shall be supplied to the Chief Steward of the department. The vacancy will be filled for its term in accordance with Clause 7.06 except as hereinafter provided. The name of the employee so appointed shall be posted on the bulletin board of the department.
 - (b) An employee appointed to a temporary vacancy in accordance with the provisions of this Clause shall, if displaced from such job as a result of the application of Clause 7.13, return to the job he/she previously held prior to his/her appointment to the temporary vacancy. In the event that the level of operations is subsequently increased and the temporary vacancy to which the employee was originally appointed or was filling as a result of the application of (c) below, is again required to be filled, such employee shall be returned to the temporary vacancy for the remainder of its duration.
 - (c) When two or more employees are filling temporary vacancies under the provisions of this clause on the same job and one of the temporary vacancies ceases to exist, the employee senior in service will first be entitled to remain on the existing vacancy or return to the job he/she previously held. In the event that such senior employee remains on the vacancy, the employee junior in service will be returned to the job he/she previously held.
 - (d) In the event that an employee is unable to apply for a posted temporary

vacancy for the reasons specified in Clause 7.07 (d) (i), he/she will be entitled to apply for such temporary vacancy within the time periods specified in Clause 7.07 (d) (ii) upon his/her return to work provided that the Company anticipates that the temporary vacancy will continue to be required to be filled for a further period of thirty (30) days from the date of the employee's application.

7.12 A temporary vacancy caused by the absence of an employee for any of the following reasons or any combination thereof, will be filled under the provisions of Clause 7.10 and the provisions of Clause 7.11 shall not apply, regardless of the duration of such vacancy.

- (a) The assignment of an employee under the provisions of Clause 7.10.
- (b) The assignment of an employee for training on more than one job, or for training on one job for thirty (30) days or less.
- (c) Scheduled vacation.

7.13 In the event of a reduction in operations or decrease in working force in one or more of the departments of the Company because of changes of methods of operation or, technological changes or because of depressed business conditions or other operational conditions which is expected to continue for more than thirty (30) days, the parties hereto shall review the status of the employees to be affected with a view to finding an acceptable solution for any problem which may arise. Such review will consider the necessary reduction in working force in the order shown so that the senior employees may be retained in accordance with the following:

- (a) (i) An employee displaced from a job within his/her department may exercise his/her right, subject to Clause 7.06, to claim the job of the most junior employee in the job of his/her choice within his/her department, and
- (ii) An employee displaced from a job within his/her department who cannot exercise his/her right, subject to Clause 7.06, to remain within his/her department, will be assigned by the Company to the job held by a more junior service employee, subject to Clause 7.06, on a job in any of the other departments within the Division and any employee subsequently displaced will be assigned by the Company to the job held by a more junior service employee subject to Clause 7.06 within the Division, and
- (iii) The junior service employee thus displaced out of the Division will be assigned by the Company, to the job held by an employee subject to Clause 7.06 in any of the other Divisions, and
- (iv) The employee thus displaced will be laid off work from the

Company.

- (b) Prior to any such reduction in operations or decrease in working force, the parties shall meet and review the circumstances with a view to accomplishing the necessary reduction of the work force such that senior employees, subject to Clause 7.06, may be retained in their Division and/or the plant.
- (c) For the purposes of this Section, the plant will be divided into the following Divisions:
 - Primary Operations
 - Rolling and Finishing
 - Bar and Billet
 - Maintenance Services
- (d) An assignment to a job hereunder shall not prejudice the right of any such employee to be recalled to nor the right of the Company so to recall him/her to the department in which he/she was employed prior to such assignment.
- (e) Executive Officers, Health and Safety Area Co-chairpersons, Chief Stewards, Assistant Chief Stewards, and Committee members of Local 1005 who are employees of the Company will be given preferential service during a layoff for the purpose of carrying on their Union duties provided any such Officers, Health and Safety Area Co-chairpersons, Assistant Chief Stewards and Committee members can perform the jobs available during such layoff and provided further that the total number of Union Officers, Health and Safety Area Co-chairpersons, Chief Stewards, Assistant Chief Stewards and Committee members granted such service will not exceed 100. A list of Executive Officers, Health and Safety Area Co-chairpersons, Chief Stewards, Assistant Chief Stewards and Committee members will be furnished to the Company.

With respect to Committee members, only those members who are appointed in accordance with other specific provisions of the Basic Agreement to represent the Union in dealings with the Company are eligible for such preferential service.

- (f) It is understood that there may be some delay in making arrangements for the transfer to other jobs in the same or other departments of employees displaced from their jobs by reason of a layoff or decrease in working force, but the provisions of this section will be implemented as soon as reasonably possible.
- (g) In cases of increases or decreases in operational levels or in the case of other operational conditions for periods anticipated to be of thirty (30) days or less, the Company shall exercise the right, subject to Clause 7.06,

to temporarily assign an employee to any available work required to be performed within any of the Divisions and the provisions (a) (i), (ii) and (iii) above shall not apply. Prior to any such assignment, the Department Manager (s), or his/her delegate(s), will meet with the Chief Steward(s), or his/her delegate(s), of the department(s) involved to discuss such assignment. Such employee assigned to another department will not be eligible for any vacancies which arise under Clauses 7.07, 7.10, or 7.11 in the department to which he/she is assigned. Such employee will be entitled upon return to his/her department to apply for a posted permanent or a posted temporary vacancy in accordance with Clauses 7.07 (d) (ii) or 7.11 (d). Such employee will be paid in accordance with the provisions of Clause 6.12.

- (h) When a job within a department is required to be filled due to an increase in the level of operations, increase in working force or when a permanent vacancy occurs on such job, the provisions of Clause 7.07 shall not apply if an employee has been displaced from such job, in which event, such job may be claimed by the most senior displaced employee subject to Clause 7.06. In the event such employee does not claim the job, the next senior displaced employee subject to Clause 7.06 shall be eligible to claim it. Displacement rights are applicable only to active jobs. This procedure shall continue until a qualified displaced employee claims the job. A displaced employee may not decline the job if it is the job to which the employee was last appointed in accordance with Clause 7.07. The job will be filled:
 - (i) from within the department and if there is no such displaced employee, then;
 - (ii) from any other department within the Division and if there is no such displaced employee, then;
 - (iii) from any other department in any other Division provided that the displaced employee has not been out of the Division in which the job is required to be filled for two (2) years or more.
 - (iv) In the event that the job being filled is a designated job, the provisions of Clause 7.06 (b) shall not apply providing the employee has the basic qualifications to perform such job.
 - (v) The above provisions will not apply to an employee who has been appointed to a permanent vacancy formerly occupied by other than a displaced employee and who has designated in writing within thirty (30) days of such appointment his/her intention to remain on the job when operations are increased. A copy of such written designation will be supplied to the Chief Steward.
 - (vi) When it is determined by the Company that there is a need to

increase the workforce in the plant, a former employee entitled to be recalled in accordance with Clause 7.03 shall, subject to Clause 7.06, be recalled.

- 7.14** Any employee requesting a transfer shall, if transferred, retain his/her service standing in the department from which he/she was transferred for a period of thirty (30) days after which he/she shall be deemed to have been transferred to the new department. If an employee so transferred does not do the required work satisfactorily and maintain the standard rate of production established on the job within such thirty (30) day period, or if the employee is dissatisfied with the job he/she has been transferred to within such thirty (30) day period, he/she shall be returned to his/her former department if it is operating and to his/her old job if and when it is operating. An assignment to a job under Clause 7.13 shall not be deemed to be a transfer for the purposes of this Clause.

If an employee is transferred to another department to fill a skilled trades and services occupation, the thirty (30) day period referred to above shall be amended to read ninety (90) days in which event, the provisions of Clause 7.11 shall not apply during such ninety (90) day period.

- 7.15** (a) Any employee transferred from one department to another by the Company shall carry with him/her the departmental service record which he/she has acquired in the department from which he/she was transferred and shall carry his/her service to such other department.
- (b) Before the transfer of a job from one department to another, the Company shall discuss the matter with the Union and attempt to reach agreement concerning the transfer. Where no such agreement is reached, the Company may transfer the job as proposed, except that during the period of this Agreement, any employee in the department from which the job was transferred, shall retain the right to claim such job, subject to Clause 7.06, in the event of a decrease in working force in his/her department. Where an employee exercises such a right to claim a job transferred to another department, he/she shall be considered to have been assigned to such other department in accordance with the provisions of Clause 7.13.

- 7.16** All transfers shall be arranged through the Plant Human Resources Department. Copies of transfer requests shall be provided to the Union within five (5) days of receipt of the transfer requests by the Company.

- 7.17** Effective December 1, 2006, an employee who is working on a non-bargaining unit position and is transferred or returned to a bargaining unit job, shall not be credited with service for time worked on the non-bargaining unit position for the purposes of the application of Section 7 only. The Company will continue to investigate and clarify any specific case of concern with respect to the status of an employee out of the bargaining unit which is referred to the Company by the Union. In addition, the Company will continue to ensure that, at the time that

vacations are being scheduled, where it can be determined that an employee will be out of the bargaining unit and will take a vacation, such vacation time will not be included in the bargaining unit vacation schedule.

- 7.18** For the purpose of this Section, the term "layoff" or "decrease in working force" shall not include:
- (a) Interruptions of work due to major breakdowns or scheduled major repairs of less than fourteen (14) consecutive days duration. When the circumstances indicate that the period of the breakdown or repair will exceed fourteen (14) consecutive days, the provisions of this Section will be implemented as soon as possible.
 - (b) Interruption of work in the form of a reduced work week of not less than four (4) days a week for a maximum of four (4) weeks during any three (3) month period unless extended by mutual agreement. The Company will discuss with the Union in advance any intention to apply this provision. Any days lost by employees hereunder during any three (3) month period shall reduce the number of days lost under (a) during the same period.
- 7.18** The Company will not contract work out that will result in the discharge or layoff of employees. The parties hereto shall review the status of employees who may be so affected by such contracting out, with a view to finding an acceptable solution.

SECTION 8

TRAINING

8.01 Production and Service Occupations

In addition to normal training, other training opportunities will be made available as follows:

- (a) An employee who desires to train for another job in his/her department may apply in writing to his/her Department Manager for the necessary training. If such job is in a line of sequence, he/she will be considered for training on the base job for that line of sequence.
- (b) If the employee possesses the required basic qualifications, he/she will be given training, in order of service, at such time as the Department Manager determines there is a need for additional trained employees. The employee and the Chief Steward will be told when he/she might expect the training to commence to the extent that this is foreseeable. It is understood that the employee must make satisfactory progress in order to continue his/her training. If he/she is successful in completing such training within a reasonable period of time his/her qualifications will be

posted and he/she will return to his/her previous job pending a permanent vacancy.

- 8.02** The Company shall designate a base job in each line of sequence on which the training of an employee applying under Clause 8.01 shall be undertaken. The Company shall discuss such designations with the Chief Steward of the department concerned. It is understood that such job may not necessarily be the lowest job in the line of sequence.
- 8.03** Employees who are training under Clause 8.01 shall be paid in accordance with the provisions of Clause 6.05.
- 8.04** An employee shall not be trained for more than one job under the provisions of Clause 8.01 except when:
- (a) One year has elapsed from the date his/her qualifications were posted and he/she has not been successful in obtaining a permanent vacancy on the job for which he/she was trained. In such case he/she may apply, in writing, for any necessary retraining or he/she may apply for training on a different job in accordance with the provisions of Clause 8.01.
 - (b) One year has elapsed from the date he/she was permanently assigned to the job for which he/she was trained.

Nothing herein shall preclude an employee from applying for training under Clause 7.09.

- 8.05** None of the above provisions shall preclude the Company from continuing its current practices with respect to training and filling of temporary vacancies.

SECTION 9

ADJUSTMENT OF DISPUTES

Union Representation

- 9.01** The Union shall be entitled, in accordance with a letter from the Company dated the signing date of this agreement to select Stewards for the various departments, some of whom may be designated Chief Stewards and Assistant Chief Stewards.
- 9.02** The Union shall be entitled to select a Grievance Committee of up to six (6) members one of whom shall be the Chairperson.
- 9.03** Employees so selected to represent the Union shall at the time of their appointment have at least one (1) year of service. The Union shall advise the Company in writing of all employees so selected.

- 9.04** The duties of the Stewards, the Chairperson and members of the Grievance Committee shall be to assist in adjusting disputes in accordance with the terms of this agreement. The duties of the Stewards shall be limited to the adjustment of disputes in the department for which they are appointed, while such disputes are being processed through Step Nos. 1 and 2. Time so spent attending scheduled Step 1 or 2 meetings with the Company will be paid for at their regular or premium rate as may apply.
- 9.05** (a) The Grievance Committee shall be afforded such time off without pay (except as hereinafter provided) as may be required for attendance at regularly scheduled Committee meetings and attendance at meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting. Each member of the Grievance Committee or Steward(s) authorized by the Chairperson of the Grievance Committee will be paid at his/her average hourly rate during the preceding pay period, for preparation time of two (2) hours, for attendance at meetings held for the processing of grievances at Step No. 3, and for one (1) hour after the meeting at regular or premium rates as may apply up to but not exceeding a total of one hundred (100) hours in any calendar month for the whole Committee and the hours may be cumulative during the term of this agreement. Time so spent shall be deemed to be time worked for all provisions of the Basic Agreement, Supplementary Unemployment Benefit Plan (SUB Plan), Group Insurance and Pension Agreement and paid for at the employee's regular rate of pay.
- (b) A member of the Grievance Committee who has requested and been granted permission to leave work for the purposes of attending a Third Step Grievance meeting, will be allowed to leave his/her job up to one hour prior to the time of the meeting for the purposes of preparing for such meeting. Upon the conclusion of such meeting, he/she will return to his/her department. Such employee will be reimbursed for any time lost from work as a result of preparing for, attending the Third Step meeting and a reasonable period of time while returning to his/her job. It is understood that only members of the Grievance Committee or Stewards authorized by the Chairperson of the Grievance Committee who lose time from work for the above conditions will be entitled to payment.
- 9.06** A representative of the Union shall obtain the permission of his/her Shift Manager before leaving his/her work to deal with a grievance. Such permission shall not be unreasonably withheld.

Grievance Procedure

- 9.07 Step No. 1** - Any employee who believes that he/she has a justifiable grievance or dispute may discuss and attempt to settle it with his/her Shift Manager, with

or without a departmental Chief Steward or Steward being present, as the employee may elect. The Shift Manager will make known his/her decision to the employee within four (4) calendar days. The settlement of grievances at Step No. 1 shall not constitute a precedent nor be used as a precedent in future cases by either the Company or the Union and shall be without prejudice to the position of either party. Grievances not adjusted in this way may be appealed to Step No. 2.

- 9.08 Step No. 2** - Notice of appeal must be given to the Shift Manager by the Chief Steward or his/her Steward delegate of the department in which the dispute arose. Such notice shall consist of a written statement of the grievance in quadruplicate, containing particulars of the incident giving rise to the grievance and shall be signed by the aggrieved employee and dated as of the date of its submission. The Department Manager or his/her delegate shall meet with the Chief Steward or his/her Steward delegate within seven (7) calendar days, to investigate the grievance and attempt to settle it. A written decision shall be given by the Department Manager or his/her delegate within five (5) calendar days after the date of such meeting. Grievances not adjusted in Step No. 2 may be appealed to Step No. 3.
- 9.09 Step No. 3** - Notice of appeal must be given in writing within nine (9) calendar days from the date of the written decision of the Department Manager to the Employee Relations Representative of each respective Division. The Division Manager or his/her delegate and the Employee Relations Representative shall meet with the Grievance Committee, or their delegates, which may be accompanied by an International Officer or representative of the Union within twenty-one (21) calendar days, to investigate the grievance and attempt to settle it. A written decision shall be given by the Division Manager or his/her delegate within fourteen (14) calendar days after the date of such meeting.
- 9.10** A grievance once processed at any step of the Grievance Procedure will not be again considered except by way of appeal taken within the times therein provided.
- 9.11** No employee other than a probationary employee shall be discharged without first being given seven (7) days notice except in cases of serious misconduct, when discharge shall be effective immediately. An employee who is being notified of his/her discharge may elect to have a departmental Chief Steward or Steward present. In the event that a departmental Chief Steward or Steward is not present at the time the employee is notified of his/her discharge, the Company will notify the Chief Steward of all immediate discharges or notice of discharge given to employees in his/her department, excepting probationary employees, within forty-eight (48) hours after such discharge or notice of discharge has been effected. Grievances relating to notice of discharge or discharge may be initiated at Step No. 2 of the Grievance Procedure and may be appealed directly to Step No. 3.

- 9.12** Except as otherwise provided, grievances must be presented in writing within fourteen (14) calendar days from the date of the incident giving rise to the grievance. A former employee who is entitled to recall under Clause 7.03 shall be eligible to file a grievance concerning such recall. Grievances which are not presented within the specified time limits may not be processed through the Grievance Procedure without the consent of the Company and in any event are not arbitrable.
- 9.13** (a) In the event that more than one employee is directly affected by one specific incident and each such employee would be entitled to process a grievance, the Chief Steward may sign the statement of the grievance on behalf of the aggrieved employees and shall identify the grievances as a "Group Grievance". Where retroactive wages are claimed, the names of such employees shall be attached to the grievance. For the purpose of this provision only, the time limits of Clause 9.12 shall be thirty (30) days.
- (b) If the Company is alleged to have violated any provisions of this agreement and such violation affects the interests of the Union as a party to the Agreement, the Union may file a grievance, beginning at Step No. 2, which shall be signed on behalf of the Union by the Chairperson of the Grievance Committee and shall be identified as a "Union Policy Grievance". The time limits of Clause 9.12 shall not apply, except that if retroactive wages are claimed, the time limits of Clause 9.12 shall be thirty (30) days.
- (c) Grievances that concern Job Evaluation may be initiated by the Union and shall be resolved in accordance with the provisions of this Section beginning at Step No. 3.
- 9.14** The Grievance and Arbitration Procedure may be invoked by the Company. Such grievances may be initiated by the Company at Step No. 3 of the Grievance Procedure by filing with the Chairperson of the Grievance Committee. For such purpose, the provisions of this Section 9 will be read and construed with necessary changes.

Arbitration

- 9.15** Grievances not adjusted in Step No. 3, relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, may be referred to a Board of Arbitration hereinafter called the Board, by notice in writing addressed to the Plant Human Resources Manager, Hamilton Steel within thirty (30) calendar days from the date of his/her written decision. Such notice shall specify the agreement clauses involved.
- 9.16** Within ten (10) days from the date on which the grievance is referred to arbitration, the Union shall notify the Company in writing of the appointment of a representative to the Board and the Company shall, within five (5) days

thereafter, notify the Union in writing of the appointment of a representative. No person shall be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.

- 9.17** The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.
- 9.18** Where the representative of the Union has been appointed in accordance with 9.16 and the Company fails to appoint a representative as therein provided, or where the two representatives fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 9.19** The Board shall not have any authority to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this agreement, or to deal with wages except as provided in this agreement, but, save as aforesaid, the decision of the Board or of a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. The Board may nevertheless decide whether or not retroactive wages are payable because an employee has been deprived of wages as a result of a violation of the agreement by the Company and, where such violation involves disciplinary action resulting in loss of wages, whether the disciplinary action should be modified if in the opinion of the Board the extent of the discipline is unreasonable in relation to the offence. Except as otherwise provided in this agreement, the Board may not award such retroactive pay for a period in excess of sixty (60) days immediately preceding the date of the written statement of the grievance provided at Step No. 2 of the Grievance Procedure.
- 9.20** The Union and the Company shall each pay one-half of the remuneration and expenses of the Chairperson of the Board and save as aforesaid shall each bear its own expenses of any such arbitration.
- 9.21** Periodically, but in any event, not more often than each calendar quarter year, unless some other time is agreed to, the parties will meet for the purposes of attempting to resolve a list of outstanding arbitration cases mutually agreed to in advance of such meeting. Attendance at such meeting by the appropriate members of the Grievance Committee will be paid for under the provisions of Clause 9.05.

SECTION 10

STRIKES AND LOCKOUTS

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

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

SECTION 11

VACATIONS

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

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

Five (5) years of service but less than Nine (9) years - Three (3) weeks.

Nine (9) years of service but less than Fifteen (15) years - Four (4) weeks.

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

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

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

- (b) An employee with 30 or more years of service shall be entitled to fifteen (15) weeks of extended vacation with pay in addition to his/her regular vacation entitlement under Clause 11.01(a) immediately prior to his/her retirement date, less any vacation entitlement taken under this provision.
- (c) An employee who has not completed one (1) year of service as of July 1, will be entitled upon completion of his/her probationary period to one (1) day of vacation for each month of completed service as of July 1, to a maximum of five (5) days of vacation.
Payment for such vacation shall be in accordance with Clause 11.05. The time at which such vacation shall be taken shall be prescribed by the Company.
- (d) An employee may at the time vacations are being booked, elect to notify the Company of his/her intention to work up to three (3) weeks of vacation, for weeks in excess of two (2) weeks of vacation in any calendar year. An employee shall receive an additional payment equal to 25% of the appropriate amount as calculated under Clause 11.03 for each week of vacation that an employee elects to work. Such monies shall be paid in the pay period at the end of the first calendar quarter. An

employee shall be responsible for completing the appropriate form indicating his/her intention to work his/her vacation.

11.02 For the purpose of this Section, "vacation year" shall mean the year ending June 30th.

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

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

(i) has been on leave of absence for reasons other than disability or Union business directly related to the bargaining unit, for more than a combined total of 350 hours during the vacation year, or

(ii) has worked less than 520 hours during the vacation year for any reason, except that if an employee is required to take a vacation during the months of January and February, hours not worked between the previous July 1st and December 31st by reason of:

1. absence on a scheduled vacation, or

2. the celebration of a statutory holiday for which the employee was paid an allowance under Clauses 12.01 or Clause 12.02, shall be deemed to be hours worked for the purposes of this provision.

Hours not worked during the vacation year while on Union business directly related to the bargaining unit shall also be deemed to be hours worked for the purpose of this provision.

(c) An employee shall receive his/her vacation pay for a week of vacation prior to the vacation being taken, if requested at the time of booking the vacation.

11.04 (a) An employee shall receive an additional payment equal to a percentage of the appropriate amount, as provided below, calculated under Clause 11.03 in respect to the length of vacation he/she is entitled to under Clause 11.01 (a), whichever is applicable, depending upon the month when each such week of his/her vacation entitlement is taken:

(i) During the months of January, February, March, April, September, October and November - 30%

(ii) During the months of May, June, July, August, - and December -

20%.

- (b) The appropriate payment as provided above for each such week of vacation entitlement will be determined on the basis of the month in which the first scheduled day of such week of vacation is taken.
- (c) Such additional payment shall not apply to vacation pay for extended vacations provided in Clause 11.01 (b).
- (d) An employee may elect to schedule one week of his/her annual vacation entitlement in single days.

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

11.06 An employee whose employment is terminated shall be paid vacation pay in the amount of 2% of his/her earnings since the preceding July 1st in respect of each week of vacation to which he/she was entitled on such July 1st plus any payment to which he/she is entitled under Clause 11.04.

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

- (b) The Company shall complete the scheduling of vacations by February 28th of the calendar year in which the vacations are to be taken or such other date mutually agreed to between the Department Manager and Chief Steward of the department. Subject to operational requirements, the Company shall honour such vacation schedules. In the event that changes to such vacation schedules or to existing vacation scheduling practices are required, such changes will be discussed by the Department Manager and Chief Steward of the department prior to effecting such changes. Such schedules shall be posted on department bulletin boards and be provided as requested to the department Chief Steward.

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

- (b) Any employee scheduled for vacation in accordance with the above, will be considered as having been properly scheduled and paid for such week of vacation on the basis that the week of vacation will be considered for all purposes to be a week of vacation entitlement in the calendar year in

which it commenced. In addition, hours not worked while on such week of vacation shall be deemed to be hours worked for the purpose of Clause 11.03 (b) (ii).

- 11.09** (a) An employee entitled to an annual vacation of at least four (4) weeks shall be entitled to postpone up to two (2) weeks of vacation each year. Such accumulated vacation shall not exceed a total of fifteen (15) weeks and shall be taken immediately prior to the retirement date.
- (b) Any weeks of vacation postponed in accordance with Clause 11.09 (a) above shall be paid in accordance with the payment provisions of this Section at the rates applicable at the time of the employee retirement. In the event of an employee death prior to retirement, monies in respect of postponed vacations shall be paid to the estate of the deceased employee.

SECTION 12

STATUTORY HOLIDAYS

- 12.01** All employees covered by the Basic Agreement will receive a day's pay (computed under the provisions of Clause 12.03) for Christmas Day.
- 12.02** An employee having at least thirty (30) days of service will receive a day's pay (computed under the provisions of Clause 12.03) for New Year's Day, Heritage Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day and Boxing Day provided that such employee has worked one day in the month in which the Statutory Holiday is observed. Days of scheduled vacation shall be considered scheduled turns.
- A former employee who has been terminated in accordance with Clause 7.02 (c) shall be entitled to a day's pay for any of the above Statutory Holidays occurring in the calendar month in which such termination occurs.
- 12.03** The special allowance shall be computed by multiplying the number of hours normally scheduled for a turn for the employee by the average hourly rate earned by him/her in the preceding pay period.
- 12.04** An employee who is scheduled to work on a Statutory Holiday and works the hours for which he/she is scheduled on any such day, shall be paid for time worked on such a day at one and one-half times his/her regular rate of pay.
- 12.05** The hours of the Statutory Holiday shall be the 24-hour period following the commencement of the day turn on the holiday unless some other 24-hour period is mutually agreed upon.

SECTION 13

UTILITIES DEPARTMENT

Purpose

13.01 In recognition of the need for an increased level of expertise and the need to improve operational effectiveness, the following will constitute the terms and conditions of the Utilities Department Training Agreement.

Should this Section come into conflict with any other terms and provisions of the Basic Agreement the terms of this Section shall prevail.

Administration

13.02 In order to equitably initiate and administer this plan, the Company and the Union agree to establish a Standing Joint Committee, which will develop and monitor the programs of employee training and assessment.

Duties of the Committee:

- (i) Application process for employees wishing to participate in this program.
- (ii) The content, structure and time frames for each of the Utilities Technician curriculum.
- (iii) The selection of Union, Company, Government, and/or academic trainers. Scheduling concerns for training purposes.
- (iv) To maintain consistency of the program.
- (v) Determine all aspects of legislative requirements.
- (vi) Establishment of a quantitative progress evaluation system which recognizes academic and practical performance.
- (vii) To ensure that an employee participating in this program is given every reasonable opportunity to be successful.
- (viii) The disposition of unsuccessful employees.
- (ix) Discussing any disputes relating to this program while still allowing an employee his/her rights under the Basic Agreement.

The Standing Joint Committee shall meet on a monthly basis or more frequently as necessary and as mutually agreed to. Notice shall be given to the Supervisor Training and Technical Support or his/her delegate and to the Utilities Chief Steward or his/her delegate.

13.03 In the event that the Joint committee is unable to reach a consensus regarding the above, such matters shall be discussed between the Utilities Chief Steward and the Department Manager of Utilities prior to the Department Manager's decision.

13.04 The Union agrees to assist in the successful implementation of this

program and its objectives i.e. to increase the overall effectiveness of the existing Utilities work force with a view to reducing the need for outside contractor services and ensuring employment stability.

Training Utilities Employees

13.05 Employees shall be selected for training in order of seniority subject to:

- (a) Operational Requirements
- (b) Training Resource Availability

13.06 The following table describes the requirements necessary to progress through the various pay levels. An employee entering the Utilities Department will commence at the pay level as determined by his/her level of skill/training and will progress to the next pay level based on achieving either the noted skill/training or working the required number of hours, whichever occurs first. In order to progress beyond Level 5, an employee is required to achieve the noted level of skill/training. If an employee at Level 5 has worked the required number of hours but has failed to achieve the required skill/training, a meeting of the Joint Training Committee will be held to determine how the employee will be provided with the necessary training. Information regarding entry into the Utilities Department as set out in Clause 17.03. It is understood that all current Utilities employees shall remain at the top pay level regardless of skill/training. Nothing herein precludes the Company from removing an employee from any such job for disciplinary or unacceptable work performance issues.

Utilities Rate Schedule-Pay Levels

Pay Level	Possesses Skill/Training	Maximum Hours To Progress to Next Level
Level 2	4 th Class Modules	2080
Level 4	4 th Class Ticket	1040
Level 5	3 rd Class Modules complete	2080
Level 6	3 rd Class Ticket	2080
Level 7	IMT/Purge/Gas testing	

SECTION 14

HEALTH AND SAFETY AND TRAINING

**Health, Safety & Environment -
General Administration.**

14.01 (a) The Company and the Union agree to maintain and shall work to improve the standards of Health, Safety and Environment required to prevent occupational illness and occupational injury in the plant. In

this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further improve Health, Safety and Environment in the plant.

- (b) The Company and the Union agree to comply with the requirements of all Federal and Ontario Provincial Legislation that deals with Health, Safety, and/or Environment, including the Occupational Health and Safety Act, 1990 (OHSA), and the appropriate regulations and any amendments thereunder.
- (c) The Company and the Union agree that no employee or member of the Joint Health and Safety Committee (JHSC) will be threatened, disciplined, suspended or coerced in the event that the employee or member of the JHSC has acted in compliance with such legislation and the appropriate regulations and any amendments thereunder.
- (d) The Company and Union agree that the Union Health & Safety Area Co-Chairpersons shall confine their duties, responsibilities, and activities to the Department to which they have been appointed in accordance with Clause 14.02 unless otherwise agreed to by the Business Area Co-Chairpersons.
- (e) The number of the Union Joint Health and Safety Committee structure shall not exceed a total which is represented by the ratio of one Health and Safety Representative for every ten employees. The Company and the Union agree to review the application of this provision on an annual basis.
- (f) Members of the JHSC under Clause 14.01 (e) shall be permitted one (1) hour preparation time for any meeting jointly agreed to pertaining to activities outlined within the JHSC structure.
- (g) The Union representatives to the JHSC shall be afforded time off work to attend meetings and conduct inspections, as provided herein. Time so spent shall be deemed to be work time for which they shall be paid at their regular or premium rate as may apply.
- (h) Joint minutes shall be maintained and distributed to all of those in attendance at any JHSC meeting. Designates from the Company and the Union shall distribute the minutes within five (5) working days.
- (i) Written recommendations from any JHSC member shall be responded to within a period of twenty-one (21) days. The response shall contain a timetable for implementing the recommendation that the Company agrees with, and reasons that the Company disagrees with any recommendation that the Company does not accept.

The response shall be given to the appropriate Union Health and Safety Area Co-Chairperson and/or the JHSC member who made the recommendation.

- (j) The JHSC recognize that various government inspectors or agencies have the right to attend the work site for the purpose of executing their duties. Where such a visit results from a concern raised by a member of the JHSC or in the event of a workplace inspection by a Ministry of Labour Inspector, a Health and Safety Representative shall be made available in the following order:
 - (i) Union Health and Safety Area Co-Chairperson.
 - (ii) Union Plant Health and Safety Co- Chairperson.
 - (iii) Union Health and Safety Area Representative from the area involved.

Where such visit results from a Hamilton Steel environmental concern raised by a member of the JHSC, or in the event of a workplace inspection by a Ministry of Environment Inspector, a Company and Union representative from the Senior JHSC Environmental Sub-Committee as set out under Clause 14.03 (a) shall be made available. In addition, the Union Health and Safety Area Co-Chairperson from the area to be inspected will also participate in the inspection.

- (k) The Company and the Union will recognize April 28 as "The Day of Mourning".

Departmental Joint Health and Safety Structure

- 14.02** (a) The Company and Union recognize each Area Joint Health and Safety structure as being comprised of the Department Manager and other Managers and Union Health and Safety Area Co-Chairperson and Union Health and Safety Area Representatives. The Company and Union agree that the JHSC structure will include the Employer and Union Certified Members as outlined under Section 9 (12) of the OHSA.

Two of the members of each committee shall co-chair the committee as selected by the Company for the Management Co-Chairperson and the Union for the Union Co-Chairperson.

The names and work locations of the committee members shall be kept posted in a conspicuous place or places in the workplace where they are most likely to come to the attention of the workers.

- (b) Area Joint Health & Safety Structure :

Union Health and Safety Area Co-Chairperson

Primary Operations	1
Billet & Bar	1
Cold Roll	1
Coated Products	1
Plant Services	1
Utilities	1
Mechanical Plant & Shops	1
Electrical Plant & Shops:	1

It is agreed that an adequate number of Union Health and Safety Representatives from each of the disciplines of Electrical, Mechanical, and Utilities shall be appointed within each area of the structure above. Furthermore, it is agreed that the Utilities Health and Safety Area Co-Chairperson, Electrical Plant and Shops Health and Safety Area Co-Chairperson and the Mechanical Plant and Shops Health and Safety Area Co-Chairperson shall be afforded the opportunity to attend meetings in order to address Health and Safety issues which affect either Utilities, Electrical or Mechanical employees throughout the Plant.

The number of Union representatives in the JHSC shall not exceed the total set out under Clause 14.01 (e). Nothing herein shall preclude the parties from agreeing to appropriate modifications to the number of representatives required in accordance with changes in the Division or Departmental organization which may occur during the term of this agreement, or for the purpose of complying with Certification requirements of Committee members as outlined in Section 9 (12) of the OHSA.

- (c) The Union shall be entitled to appoint a Union Health and Safety Area Co-Chairperson for each area as shown above. The Union shall advise the Company, in writing, of the name of the employee so appointed. Such employee shall have at least one (1) year of service at the time of his/her appointment. The Union Health and Safety Area Co-Chairperson shall execute their duties on a full time basis.

The Union shall advise the Company, in writing, of any changes to the JHSC as a result of the temporary absence of any Union Representative.

In the event of the temporary absence of any Union Health and Safety Area Co-Chairperson, the Plant Union Health and Safety Co-Chairperson may designate a Union Health and Safety Representative from within the Division as an alternate.

Workplace Inspections.

- (d) (i) In each Department the Union Health and Safety Area Co-Chairperson and the Department Manager shall, in advance, mutually agree upon and establish an annual inspection schedule which addresses and determines whether the Union Health and Safety Area Co-Chairperson or Union Health and Safety Area Representative(s) will conduct the inspection, the location, scope and focus of the inspection, dates, time and duration of the inspections.
- (ii) At the conclusion of the inspection a review shall be conducted by the participants and items prioritized. A written report shall be submitted to the Co-Chairpersons of the area inspected. As soon as practicable and in any event, not later than (3) weeks after the conclusion of the inspection, a meeting shall be arranged and held with Co-Chairpersons or delegates and inspection participants.

The purpose of this meeting shall be to deal with items identified on the inspection and to discuss whatever action may be necessary to resolve these items. The meeting may also include other areas of concern regarding Health and Safety or the Environment in the Area.

- (e) Any Health and Safety Area Representative may discuss or identify any matters of immediate concern with respect to Health and Safety or the Environment in the work Area provided that:
 - (i) he/she may not leave his/her work station without the permission of his/her immediate Shift Manager. Such permission shall not be unreasonably withheld.
 - (ii) Such discussion shall be held at a time and place convenient to both parties. Every effort shall be made to discuss the matter prior to the end of shift.

Accident Investigations

- (f) It is jointly agreed between the parties that the purpose of an accident investigation is to obtain accurate information on the accident or incident that occurred and to determine the root cause of the accident or incident, thereby making recommendations to prevent the accident or incident from occurring again.

The Union Health and Safety Area Co-Chairperson or in his/her absence, a Union Health and Safety Area Representative shall be notified and permitted to attend and participate in all department accident investigations involving Hamilton Steel employees.

For the purpose of this provision, accidents which shall be investigated mean the following:

- (i) All Lost Time Accidents.
- (ii) All Possible Lost Time Accidents.
- (iii) All Minor, Near Misses and incidents where an accident has occurred with demonstrated potential for serious injury.

All minutes of Area Accident Investigations shall be supplied to the Union Health and Safety Area Co-Chairperson and the Union Plant Health and Safety Co-Chairperson and participants, and the Union Worker's Compensation Committee Chairperson.

Job Safety Procedures

- (g) The Union Health and Safety Area Co-Chairperson in the Area shall be provided the opportunity to review and comment on any change to the written job safety procedure currently in effect within the department, and of any new job safety procedures, prior to the issue of such job safety procedures.

Material Safety Data Sheets (MSDS)

- (h) The Company shall supply the Union Health and Safety Area Co-Chairperson a copy of all (MSDS) used in his/her area if so requested.

Plant Health and Safety Committee

- 14.03** (a) The Company and the Union recognize the following Plant Joint Health and Safety Committee for the purposes of administering and resolving all Health and Safety and Environmental matters.

JHSC Structure

Division Manager (Plant JHSC Co-Chairperson)
Union Plant Health and Safety Co-Chairperson (Plant JHSC Co-Chairperson)

Division Managers
8 Union Health and Safety Area Co-Chairpersons

Health and Safety Manager or delegate

For the purpose of assisting the Plant JHSC administer and resolve environmental matters, the Company and Union agree to the establishment of an environmental sub-committee of the Plant JHSC

comprised of two representatives from Management and two representatives from the Union, subject to approval by the respective Co-Chairpersons of the Plant JHSC. Furthermore, the Plant JHSC will establish agreed upon sub-committees and their meeting frequency.

- (b) The Plant Co-Chairpersons shall conduct a meeting once per calendar quarter on written notification by the Union Plant Health and Safety Co-Chairperson to his/her respective Management Co-Chairperson. The Co-Chairpersons shall exchange agendas at least one week in advance of the meeting.

The agenda shall include any unresolved items and any recommendations concerning the establishing, maintenance and monitoring of the programs, measures and procedures respecting the Health and Safety of employees. The meeting shall be for the purpose of presenting an update on planned Health and Safety objectives and encouraging an exchange of information on the status of each Division, and their respective areas.

The Chairperson of the Union Workers' Compensation Committee shall be permitted to attend such meetings for the purpose of providing input into ways and means of improving accident prevention in order to reduce accident frequency and severity.

- (c) The Union Plant Health and Safety Committee Representatives as set out under Clause 14.02 (b) shall execute their duties on a full time basis. Time so spent shall be deemed to be work time for which they will be paid at their regular or premium rates as may apply. The duties of the Union Plant Health and Safety Area Co-Chairpersons shall be solely with respect to Hamilton Steel Health, Safety or Environmental matters unless otherwise agreed to by the Division Manager or the Vice President General Manager Operations, Hamilton Steel.
- (d) Meetings may be arranged between any members of the Plant Health and Safety Committee and the Hamilton Steel Health and Safety Manager or delegate, at any time mutually agreeable to both parties to consider and discuss the following:
 - (i) Ways and means of improving accident prevention in order to reduce accident frequency and severity and other data as has been previously supplied to the Union.
 - (ii) In-plant test data relating to in-plant Air and Water Quality Control and any data relating to the environment gathered by Company personnel.
 - (iii) Any available general statistical data relating to in-plant employee

health monitoring and surveillance.

- (iv) Any concern regarding Health and Safety that any member of Senior JHSC wishes to discuss.
- (v) Ways and means of eliminating or reducing occupational diseases.

The Union Plant Health and Safety Co-Chairperson shall be afforded the opportunity to view jointly with the Health and Safety Manager or delegate, any areas of concern.

Personal Protective Equipment

- 14.04** (a) The Company shall continue to supply all necessary safety equipment, as well as gloves, to employees where such equipment is required for the safe performance of their job. Worn out equipment must be returned whenever possible before new equipment shall be supplied.
- (b) An employee shall be entitled, at no cost, to one pair of metatarsal boots, either high cut or low cut, upon returning the worn out boots that the Company had previously supplied. The returned pair of boots shall be the property of the Company and shall be disposed of.
- (c) Nothing herein shall preclude an employee from purchasing safety boots from outside the Company at his/her own expense, without remuneration, providing such boots meet the guidelines established by the JHSC.
- (d) The Company shall provide and launder all supplied work wear, where the JHSC has determined the issue of such work wear is required.
- (e) The Company shall provide parkas where the JHSC has determined the issue of parkas are required.
- 14.05** The Company and the Union recognize the existence of the document entitled "~~Hamilton Steel Code of Practice~~" which, although not subject to the grievance and arbitration provisions of the Basic Agreement, nonetheless has the force of Policy as established by the Plant JHSC.
- 14.06** All newly hired employees shall be given joint Health and Safety training, as developed in consultation with the Health and Safety Committee. The newly hired employees shall be trained and instructed on applicable safety matters relating to their job duties.

Temporary Reassignment

- 14.07** When an employee is temporarily reassigned to another department, or to another job classification in a different area in the same department

as a result of a medical condition confirmed and in writing that his/her exposure to a toxic substance or physical agent calls for such temporary reassignment, he/she shall receive, for hours worked, his/her regular rate of pay, or the pay of the job level to which he /she is assigned, whichever is higher, for a period of ninety (90) days, following reassignment, or upon his/her return to his/her former department, whichever is shorter.

Investigative Reports

- 14.08** Whenever any Area Co-Chairpersons of the Health and Safety Committee jointly identify the possibility of a significant health or safety hazard with respect to a particular process, the Company shall, to the extent reasonable and practicable, furnish to the appropriate Co-Chairpersons investigative results, which are consistent with good industrial hygiene and safety practices.

SECTION 15

LEAVE OF ABSENCE

- 15.01** (a) An employee requesting a leave of absence shall apply to his/her Shift Manager and if such leave is granted it shall be authorized in writing, but shall not exceed nine (9) months, provided, however, that if an emergency arises which prevents the employee on leave from returning at the end of the leave, he/she may apply for an extension.
- (b) Notwithstanding the above, an employee with ten (10) years or more of service, at the time that vacations are being scheduled for the following year, may apply once every ten (10) years for a special leave of absence under the following conditions:
- (i) The employee's leave of absence must be taken in conjunction with the employee's remaining vacation entitlement in excess of two weeks vacation. An employee may request that the leave of absence be taken in conjunction with full vacation entitlement and,
 - (ii) The leaves of absence and vacation may only be taken during the period October 1st to June 21st and,
 - (iii) The employee must apply in writing to his/her Department Manager on the form provided by the Company for this purpose.

It is understood that the granting and scheduling of such special leave of absence will be subject to the needs of particular operations. It is also understood that nothing herein shall

preclude an employee's entitlement to request a leave of absence under the provisions of Section 15.

- 15.02** (a) Upon written application to the Vice President and General Manager Operations Hamilton Steel, the Company will grant extended leave of absence to not more than two members of the Union for the purpose of attending to the affairs of the Union. Any such leave of absence shall not exceed twelve (12) months and not more than two leaves of absence shall be applied for or granted during any calendar year regardless of the duration thereof.
- (b) The President, Grievance Committee Chairperson, and Workers Compensation, Employment Insurance Commission (EIC) and Pension Chairperson, will be granted a leave of absence for the term of their office, not exceeding three years.
- 15.03** Service shall be retained in all cases and for the purposes of Section 7 only, shall accumulate during such leave. Service shall accumulate for all purposes of this Agreement in the case of two employees as designated by the Union, who are granted a leave of absence to attend to the business of the local Union, for a period not to exceed six months each, in each calendar year.
- 15.04** With respect to the President, Grievance Committee Chairperson, and Workers Compensation, (EI), Pension Chairperson, the Company agrees that (with the sole exception of the payment of wages), time spent while on leave shall be deemed to be time worked for all provisions of the Basic Agreement, SUB Plan, Group Insurance and Pension Agreement and paid for at the employees' regular rate of pay. Seniority shall be retained in all cases and shall accumulate during the period of the leave for all purposes under the collective agreement.

SECTION 16

JURY SERVICE AND BEREAVEMENT PAY

- 16.01** The Company shall pay to any employee who may be required to serve as a juror or as a subpoenaed crown witness in any court of law, the difference, if any, between the amount paid to him/her for his/her jury or crown witness service and the amount he/she would have received for services normally rendered to the Company during the same period of time.
- Time so spent shall be deemed to be time worked for all provisions of the Basic Agreement, SUB Plan, Group Insurance and Pension Agreement and paid for at the employee's regular rate of pay.
- 16.02** An employee shall be permitted time off from work up to a maximum of

four (4) days for the purpose of arranging and attending the funeral of a member of his/her immediate family, or where he/she does not attend the funeral, one (1) day or two (2) days for attendance at a memorial service. 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 8 times the average hourly rate earned by him/her in the preceding pay period. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law or brother-in-law, or, a common law spouse and mother, father, sister, or brother of such common law spouse, provided the employee has co-habited with such spouse for three (3) or more years.

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

Time so spent shall be deemed to be time worked for all provisions of the Basic Agreement, SUB Plan, Group Insurance and Pension Agreement and paid for at the employee's regular rate of pay.

SECTION 17

SKILLED TRADES AND SERVICES

17.01 It is recognized that the Skilled Trades and Services are an important function in the operations of Hamilton Steel, therefore the Company and Union agree that a Skilled Trades and Services committee [Clause 17.04 (b)] shall have representation in matters pertaining to Section 17 of this Agreement as set out herein.

The term Skilled Trades and Services shall include the list of occupations set forth below. It is understood that the list sets forth the jobs in existence, which have apprenticeships and/or training programmes established in accordance with the provisions of the Basic Agreement. Jobs may be deleted from or added to the list at any time in accordance with the provisions of Section 6 of the Basic Agreement.

- (a) ~~Trade or Craft Jobs~~
 - Electrician (Shop)
 - Electrician (Construction)
 - Electronic Technician
 - Instrument Mechanic (Electrical)
 - Industrial Electrician

 - Carpenter
 - Ironworker
 - Machinist

Millwright
Pipefitter
Rigger
Roll Turner
Steam Fitter
Welder
Mobile Technician
Hoisting Engineer
Wheel Service Technician
Non-Destructive Testing (NDT) Technician

Utilities Operating Engineer

(b) ~~Special Progression Trade and Service Jobs~~

Industrial Electrical Maintenance
Industrial Mechanical Maintenance

- (c) Any employee(s) currently employed in a trade or craft occupation or special progression trade and service job shall remain in that occupation for the term of the Basic Agreement. The Company shall provide an opportunity to train and advance these employees to the top level of their occupation. Nothing herein precludes the Company from removing an employee from any such job for disciplinary or unacceptable work performance issues.

17.02 Where an employee requests opportunity for training for a Trade or Craft Apprenticeship, or Utilities Technician opportunity, he/she shall be given preferential consideration by the Company provided that he/she has the prerequisite qualifications as established by the Skilled Trades Committee as defined in Clause 17.04 (b) and subject to the particular needs of the operation. It is understood that where reference is made to an Apprenticeship Program in this Section, in the case of the Utilities Department, the Utilities Training Program will be substituted.

17.03 In addition to any jointly agreed to program, there are the following entrance programs available for admission into the Skilled Trades and Services occupation:

- a) ~~Co-op/Apprenticeship Program~~: This program is based upon an approved and provincially licensed monitored competency program. The Co-op portion of the program consists of a period in which the prospective apprentice attends an approved college program for the classroom and theory training and a period where the prospective apprentice is paid for all hours worked in the plant and is paid the co-op student rate. If the prospective apprentice successfully completes the co-op portion of

this program, the person is then hired, signs an Apprenticeship Agreement and begins work and is paid the Apprenticeship entry rate. The employee shall work toward obtaining his competencies to be able to write the required trade licensing exam for the appropriate program. If successful in attaining the required license, the employee will be paid the starting trade rate for the trade completed. The employee will work for a further period to improve skills and obtain specialty training to qualify for the standard trade rate. (See Trade Rate Schedule).

- b) **Licensed Hiring Program:** This program is applicable when an employee applies for or indicates an interest to enter the program who has previously attained the required license for the respective trade. Such employee will be paid the starting trade rate, progress and demonstrate performance to obtain the intermediate rate after 1040 hours and progress to the standard rate after a subsequent 1040 hours.
- c) **Apprenticeship Program:** This program is designed for an employee who is entering the occupation, has obtained the approved classroom training but has not completed the required work portion of the Co-op/ Apprenticeship Program referred to above. Such employee will start at the New Hire rate if he/she has no equivalent plant experience and move to the apprenticeship rate after he/she has demonstrated the required aptitude for the trade and has completed the required probationary period.

Trade Rate Schedule - Pay Levels

	Hourly Period	Mechanical	Mobile	Electrical	NDT
New Hire					
Apprenticeship Starting Rate	2080	Level 2	Level 2	Level 3	Level 2
Interim Rate #2	2080	Level 3	Level 3	Level 4	Level 3 3120 hrs
Interim Rate #3	2080	Level 4	Level 4	Level 5	N.A.
Trade Starting Rate	1040	Level 5	Level 5	Level 6	Level 4 (2080 hrs.)
Trade Intermediate Rate	1040	Level 6	Level 6	Level 7	N.A.
Trade Standard Rate		Level 7	Level 7	Level 8	Level 5

For Utilities Trade Rate Schedule see Clause 13.06.

- 17.04 (a) The Company and the Union recognize the importance to employees who have entered the Apprenticeship Training Program and the Assigned Maintenance Training Program that they be afforded every opportunity to be successful in those programs.
- (b) For this purpose, the Company and Union agree to the establishment of a Skilled Trades and Services Committee. The Committee will be composed of a Chief Steward or delegate from each of the areas of Electrical, Mechanical, Mechanical Shops, Mobile Equipment Department, and Utilities and one additional representative. Company representatives to the Committee will include the Department Manager or delegate from each of the above departments, and a representative from the Plant Human Resources Department. For each skilled trade discipline there shall be a Skilled Trades and Services Subcommittee composed of the Supervisor Training and Technical Support or his/her delegate and the Chief Steward or his/her delegate plus up to three (3) delegates representing Management and up to three (3) delegates representing employees. The Union representatives will be employees of the appropriate department and will be appointed by the Union. Representation may be increased with the agreement of both parties so that the Committee may adequately address issues of an extraordinary nature. Representation shall be on a one to one basis.
- (c) The Committee will meet once every three (3) months, and more frequently on urgent matters, to discuss matters relating to Skilled Trades and Services. In the event that the Committee is unable to reach a mutually agreeable resolution to any such matter, such matter shall be discussed by the Chairperson Skilled Trades and Services Committee with Division Manager, Maintenance Services prior to resolution by the Division Manager. Each Union representative of the Committee shall be paid at his/her pay level for time lost from work while attending such meetings and such time will be considered hours worked for all purposes.

Duties of the Committee

- (i) Application process for employees wishing to participate in this program.
- (ii) The content, structure and time frames for each of the Skilled Trades and Services curriculum.
- (iii) The selection of Union, Company, Government and/or academic trainers.
- (iv) Scheduling concerns for training purposes.
- (v) To maintain consistency of the program.
- (vi) Determine all aspects of legislative requirements.
- (vii) Establishment of a quantitative progress evaluation system which recognizes academic and practical performance.
- (viii) To ensure that an employee participating in this program is given

every reasonable opportunity to be successful.

- (ix) The disposition of unsuccessful employees.
- (x) Discussing any disputes relating to this program while still allowing an employee his/her rights under the Basic Agreement.

Apprentice Program

17.05 All Apprentices shall sign an Apprenticeship Agreement as prescribed by the Company but in case of any conflict between such Agreement and the Basic Agreement, the latter shall govern. If, upon completion of the apprenticeship period, the Company is satisfied that the employee is qualified for the trade or craft job, he/she shall receive a certificate acknowledging successful completion of the apprenticeship program.

The Company will register with the Ministry of Training, Colleges and Universities (MTCU) or other appropriate Federal or Provincial Ministries, all employees entering Apprenticeships and will provide the names of all employees who successfully complete such program.

- 17.06** (a) An employee training through an Apprenticeship Program in a given trade or craft shall commence his/her training at the beginning of the first hourly period as defined in the Trade Rate Schedule in Clause 17.03 (Utilities Clause 13.06) and be paid the Standard Hourly Rate for Pay Level 1, unless assigned by the Company to a different hourly period in which case he/she shall be paid the standard hourly rate appropriate to that period and shall thereafter, at the conclusion of each training period of actual experience with the Company, be advanced to the pay level of the succeeding period as set out in the schedule of apprentice training contained in the Manual.
- (b) After the point of hire, hours during which an apprentice attends classes of instruction prescribed by the Company as part of his/her apprenticeship training will be credited as hours of actual experience towards the accumulation of hourly periods as defined in the Trade Rate Schedule in Clause 17.03 (Utilities Clause 13.06). However, an apprentice will not be considered to have completed the last hourly period of his/her apprenticeship course until he/she has successfully completed all of the prescribed classes of instruction for such trade and craft. It is understood that an employee will not be held back in the event that required training is not available.
- (c) Classroom training that cannot be scheduled during daytime hours shall be discussed with the Skilled Trades Committee, in accordance with Clause 17.03.
- (d) An employee participating in such training shall be paid wages and applicable turn premiums as defined in Clause 5.14 of the Basic Agreement, equivalent to hours of work he/she would be regularly

scheduled to work during that period.

- (e) An employee who is permanently employed in a non-trade or craft occupation, and who is transferred in accordance with the provisions of Clause 7.14 to a trade or craft job, will be assigned to the apprentice starting rate pay level of the respective trade or craft.

17.07 An employee who has completed his/her probationary period and has been permanently transferred from an operating department to a Program for the training and advancement to a Trade and Craft Apprenticeship, and who does not make satisfactory progress as determined by the Company in such Program or Apprenticeship, will be terminated from the Program or Apprenticeship in accordance with the provisions of Clause 17.02, and, subject to the availability of employment in his/her former department, will be transferred to such former department in accordance with the provisions of Clause 7.14.

An employee who has been hired specifically for a Skilled Trades and Services Apprenticeship or Training Program who does not make satisfactory progress shall have his/her service and employment terminated.

The Company shall offer employment to such employee provided such employee has established a good work record during the time of employment. If such employee is rehired and successfully completes his/her probationary period, he/she shall have service dating from his/her initial hiring date less any period of discharge.

17.08 Rate changes as determined by the hourly period as provided in Clause 17.03, shall be made at the beginning of the pay period closest to the completion of the hourly period.

17.09 (a) The Skilled Trades and Services Committee may employ such classroom instructions as it deems necessary. Such instruction will be carried out in existing educational facilities or by some other method as may be arranged by the Skilled Trades and Services Committee.

- (b) Continuation of the training will be contingent upon the employee demonstrating satisfactory progress. Such employee may be required to take written or work tests as may be prescribed by the Skilled Trades Committee from time to time in order to demonstrate satisfactory progress. If the employee is unable to demonstrate to the Company that he/she is progressing satisfactorily or if he/she refuses assignments then such training may be discontinued.

17.10 Any dispute concerning the determination of an employee's qualifications and ability with respect to a trade or craft job shall be

resolved in accordance with the principles and procedures set forth in the Apprenticeship Training Standards as defined in the Ontario Ministry of Training and Colleges and Universities or Technical Standard and Safety Authority (TSSA) if appropriate.

- 17.11 (a) In addition to on-the-job training which will be provided, an employee will be expected to attend such classroom instruction as may be deemed necessary by the Skilled Trades and Services Committee. An employee shall be paid at his/her standard hourly rate plus applicable turn premiums as defined in Clause 5.14 of the Basic Agreement for time in attendance at classroom instruction outside of working hours.
- (b) The Company and the Union recognize that it is important for employees in training programmes to attend in plant training sessions when scheduled. Subject to the requirements of the operations, it is the Company's intention to minimize the rescheduling of employees and will continue to investigate practical alternatives towards this objective.

Miscellaneous

17.12 The Company will determine and supply those tools required to employees performing duties in a skilled trade occupation. The Company will pay the cost of a required tool which is broken, worn, or lost while in the performance of normal duties and where the tool was properly used.

17.13 Notwithstanding the provisions of the Manual, trade or craft group leaders will only be appointed under the following circumstances in the Electrical and Mechanical departments:

When a group of employees:

- (a) is formed to work together on an assignment, and
- (b) is not to be directly supervised by a supervisor for the major portion of the time taken to perform such assignment, and
- (c) consists of a minimum of five (5) employees, one (1) of the craftpersons of the same craft job will be appointed group leader and will remain group leader as long as the above conditions continue to exist.

17.14 It is understood that an employee, assigned to the Industrial Maintenance Mechanic occupation will not be demoted to a lower level of the craft because of the withdrawal of any government authorization required under The Boilers and Pressure Vessels Act, 1962-63, or any amendments thereto for a period of time not to exceed six months following the date on which such authorization was withdrawn. During

this six month period of time the employee will be entitled to an opportunity of receiving the maximum number of government tests permitted for reinstatement of such authorization. If an employee fails to be reinstated, he/she will be removed from the Industrial Mechanic List and will be moved to another list as deemed appropriate by the Company. An employee will be given the opportunity to become familiar with the equipment and process prior to any required testing.

It is further understood that an Industrial Maintenance Mechanic may be required by the Company to obtain Government and other authorizations, other than that referred to above, in order to be qualified to perform various types of welding as determined by the Company.

SECTION 18

TECHNOLOGICAL CHANGE

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

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

Definition

18.02 Technological change shall mean:

- (a) the automation of equipment, or
- (b) the introduction of new equipment, or
- (c) the replacement of existing equipment with new equipment, or
- (d) the mechanization or automation of duties, or
- (e) the replacement of an existing facility with a new facility which produces the same or similar product,

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

The displacement of an employee from a job as a result of depressed

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

Eligibility

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

- (a) have 18 or more months of service, and
- (b)
 - (i) be permanently displaced from a job to which he/she has been permanently appointed or permanently assigned, as a direct result of a technological change, and
 - (ii) be permanently displaced from a job to which he/she has held in accordance with the provisions of Clause 7.11 for a period of one (1) year or longer prior to the permanent displacement, as a direct result of the technological change, and does not return to the job which he/she previously held, or
 - (iii) be permanently displaced as a direct result of a technological change from a job on which he/she has worked at least 1040 hours in the year immediately preceding the displacement, or
 - (iv) be permanently displaced from a job as a result of the permanent closure of an existing facility or after twenty-four (24) consecutive months of inactivity of a temporarily closed facility, or
 - (v) be permanently displaced from a job as a direct result of the elimination or amalgamation of such job, and
- (c) have been assigned to the department in which such technological change displacement has occurred, for the three (3) month period immediately preceding such displacement, and
- (d) remain in the employment of the Company during the benefit period, and
- (e) accept the job at the highest pay level to which he/she is entitled and qualified to receive under the terms of the Basic Agreement during the benefit period and continue to accept assignment to

any job with a higher rate of pay during the term of the benefit period.

In the event an employee does not accept the job at the highest rate of pay he/she is entitled and qualified to receive, such employee shall not become ineligible for a MOEB. However, the MOEB paid to such employee shall be calculated and paid as though the employee had accepted the job at the highest rate of pay which he/she is entitled and qualified to receive.

Maintenance of Earnings Benefit (MOEB)

18.04 For each pay period during the Benefit Period to which an employee is entitled as provided in Clause 18.05 below, an eligible employee will be paid a MOEB, calculated as follows:

- (a) A MOEB differential will be calculated which represents the difference between the Gross Hourly Rate of the job from which the employee was displaced as specified in Clause 18.03 (b) above, and the Gross Hourly Rate of the job to which the employee is permanently assigned at the time of the displacement.

A MOEB differential will also be calculated which represents the difference between the weighted average of the Gross Hourly Rates of the jobs, including the job specified in Clause 18.03 (b) above, on which the employee has worked at least 1040 hours in the year immediately preceding the displacement and the Gross Hourly Rate of the job to which the employee is permanently assigned at the time of the displacement.

The greater of the above calculations shall be applicable.

- (b) The MOEB differential will be applicable for each hour worked on a job during the pay period which carries a job class equal to or lower than the Gross Hourly Rate of the job to which the employee is permanently assigned as specified in (a) above.
- (c) In the event that an employee works on a job during the pay period which carries a higher Gross Hourly Rate than the Gross Hourly Rate of the job to which he/she is permanently assigned as specified in (a) above, the differential will be reduced by the difference between the Gross Hourly Rate of the job to which he/she is permanently assigned and any higher Gross Hourly Rate of a job on which the employee works in the pay period.
- (d) The MOEB will represent the total of the earnings calculated in accordance with (b) and (c) above plus the balance of the employee's actual earnings during the pay period.

- (e) The Gross Hourly Rate of the jobs specified in (a), (b) and (c) above shall include in addition to the applicable Standard Hourly Rate, any other hourly supplementary payments applicable for hours worked on such jobs. Where such supplementary payments are calculated and paid on a quarterly basis, the appropriate hourly differential payment for such hours worked shall continue to be paid on a quarterly basis. For the purposes of this provision, such hourly supplementary payments shall, where applicable including Supplementary Payment Plan.

Duration

- 18.05** (a) An eligible employee will be entitled to have his/her earnings maintained in accordance with Clause 18.04 above for the greater of fifty-two (52) pay periods or one (1) pay period for each one quarter year of Company service not to exceed one hundred and four (104) pay periods.
- (b) An eligible employee who exhausts the one hundred and four (104) pay periods will further be entitled to have his/her earnings maintained for an additional twenty-six (26) pay periods at fifty (50) percent of his/her applicable MOEB.
- (c) The period of time during which an employee will be eligible to receive a MOEB 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.
- (d) Any pay period, during the whole of which an employee is absent from work solely due to sickness or injury (as evidenced by a Doctor's certificate as required by the Company) and is not entitled to any payment from the Company during such pay period, shall, subject to the provisions of part (e) below, not be counted and the benefit period shall continue for the remainder of its unexpired term commencing with the pay period in which the employee returns to work or would have returned to work following such sickness or injury, provided further that such employee remains in the employment of the Company. The day's pay to which an employee is entitled under the provisions of Clause 12.01 will not be considered as a payment of the Company for purposes of this paragraph.
- (e) 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 part of the consecutive period of time.
- (f) Any period during which an employee is absent from work due to

sickness or injury shall be considered as a part of the consecutive period of time, where such employee had been absent from work for the entire twelve (12) months immediately preceding the time that he/she would have been displaced from the job as specified in Clause 18.03 (b).

- (g) An employee who is eligible to receive a MOEB in accordance with the Eligibility provisions as defined herein shall remain eligible for such Benefit from the time of his/her displacement until the expiration of the Benefit Period provided such employee continues to comply with the Eligibility provisions.

Should such employee, as a result of illness or injury (as evidenced by doctor's certificate if so requested by the Company) be unable to maintain the Gross Hourly Rate of the job from which he/she was originally displaced at any time during his/her Benefit Period, such employee will receive a MOEB differential in accordance with the Eligibility provisions for the balance of the duration of his/her Benefit Period.

Training

18.06 If an eligible employee requires training or retraining, the Company will offer such training or retraining under the provisions of Section 8 of the Basic Agreement on a job in his/her department which would potentially provide as closely as possible the job classification level which he/she held before his/her displacement.

If the eligible employee requires training and requests same on a job other than the job designated by the Company, and such requested job would potentially provide as closely as possible the job classification level of the job designated by the Company, he/she may apply for such training under the provisions of Section 8, except that the words "there is a need for additional trained employees" as contained in Clause 8.01(b) will not apply if the eligible employee is senior in service to the employees already trained.

In the event that the Company determines that the eligible employee requires training and a training opportunity as specified above does not exist within his/her department, the Company will, subject to operating requirements and the availability of training opportunities, retrain him/her for a job in another department which would potentially provide the job classification level which he/she held prior to his/her displacement. If the employee accepts such training in another department, he/she will be entitled to exercise his/her departmental service record for the purposes of applying for a permanent vacancy on such job. If he/she is appointed to the job in the new department, he/she will be transferred by the Company in accordance with the provisions of Clause 7.15 (a) of the Basic Agreement. Any such training shall be carried out in accordance with the provisions of Section 8 of the Basic Agreement.

An employee displaced from a job in accordance with Clause 18.03 (b) above will be given preferential consideration for a vacancy in a Trade or Craft Apprenticeship or Assigned Maintenance Training Program, provided that the employee has the prerequisite qualifications as established by the Skilled Trades Committee.

For the purposes of this Clause 18.06, the provisions of Clause 18.03 of the Basic Agreement shall not apply during the period that an employee is entitled to a benefit under Clause 18.05 hereto.

- 18.07** (a) The Company will notify the Union in writing six months in advance or as soon as possible in advance of any technological change which may cause a displacement of employees from their jobs.
- (b) There will be a Union Technological Change Committee not to exceed four (4) employees, one (1) of whom will be the Union President or his/her delegate, the other three (3) employees as selected by the Union. The Company Committee will consist of the Vice President General Manager Operations, Hamilton Steel and the Manager of Human Resources or their delegates and two (2) other Company representatives.
- (c) Committee meetings will be convened once every three (3) months at a mutually convenient date and time and more frequently on urgent matters as the case may be requested by either party. Time spent at such meetings will be paid at an employee's average hourly rate during the preceding pay period.
- (d) The purpose of such meetings will be to review any Technological Change and matters which may arise out of such Technological Change as it applies to employees. In advance of such meeting, the parties will establish an agenda of matters to be discussed.
- (e) The Company will provide, as soon as practicable, the estimated time frame for the implementation of any technological change and will advise as to the number of employees potentially affected. Such estimates will be refined by the Company monthly in subsequent meetings.

SECTION 19

TERMINATION

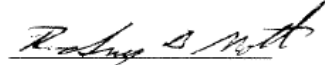
- 19.01** This agreement shall be in effect until July 31, 2010 and shall thereafter continue for a further period of one year unless during the one hundred and ten (110) day period immediately preceding the expiration date, either party shall give written notice to the other that it desires revision or termination of this agreement at its expiration date. Where notice of

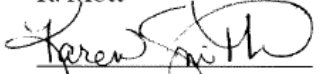
revision is given, negotiations shall commence during the ninety (90) day period immediately preceding the expiration date.


Signed this the ^{25th} ~~22nd~~ day of ~~June~~ ^{July, 2007}, 2006.


FOR THE COMPANY :

Hamilton Steel GP


R. Mott


K. Smith

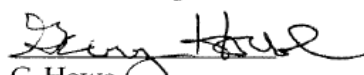

W. McKenzie

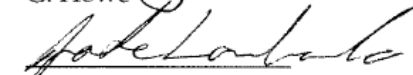

D. Bates


FOR THE UNION:

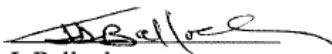
United Steelworkers, Local 1005



R. Gerstenberger



G. Howe



J. Lombardo


J. Miller


J. Balloch


J. Camarro


J. Stevenson


T. DePaulo

APPENDIX 'A'

Pay Levels Established 2006

Level	Base	SPP	Total	Pay Level Increment	
1	\$20.000	\$0.000	\$20.000	Jan 1, 2007	\$0.005
2	\$24.032	\$0.266	\$24.298	Aug 1, 2007	\$0.005
3	\$24.980	\$0.418	\$25.398	Jan 1, 2008	\$0.010
4	\$25.928	\$0.570	\$26.498	Aug 1, 2008	\$0.005
5	\$26.876	\$0.760	\$27.636	Jan 1, 2009	\$0.015
6	\$28.298	\$0.950	\$29.248	Aug 1, 2009	\$0.010
7 Mech.	\$28.535	\$0.988	\$29.523	Jan 1, 2010	\$0.020
8	\$29.009	\$1.064	\$30.073		

N.B.

1st year Co-op and 1st year Summer Students = \$16.00/hr.

2nd year Co-op and Returning Summer Students = \$18.50/hr.

New Hire Probationary Employees = \$20.00/hr.

APPENDIX 'B'

PAY LEVELS AND PREMIUMS

As At
January
2007

		Supplementary Payment Plan	
Job	Jan-01		
Level	2007	Scale	Total
1	\$20.000	\$0.000	\$20.000
2	\$24.062	\$0.266	\$24.328
3	\$25.030	\$0.418	\$25.448
4	\$25.998	\$0.570	\$26.568
5	\$26.966	\$0.760	\$27.726
6	\$28.418	\$0.950	\$29.368
7	\$28.660	\$0.988	\$29.648
8	\$29.144	\$1.064	\$30.208

Premiums commencing	Jan-01-07
COLA paid each February of the contract = .035 cents. Any increase which exceeds 3% increase in the CPI will be added to the float, repeated each year of the contract.	
Saturday Premium	\$1.000
Sunday	\$1.250
Split Days Off Premium	\$1.000
Afternoons	\$0.400
Nights	\$0.550

Conversion Guide

Level 1 = Probationary Employees
 Level 2 = Job Classes 5 to 7
 Level 3 = Job Classes 8 to 11
 Level 4 = Job Classes 12 to 15
 Level 5 = Job Classes 16 to 20
 Level 6 = Job Classes 21 to 25
 Level 7 = Mechanical
 Level 8 = Job Classes 26 to 28

1st year Co-op and 1st year Summer Students = \$16.00/hr.
 2nd year Co-op and Returning Summer Students = \$18.50/hr.