

SOURCE	Camp
EFF.	930208
TERM.	96103
No. OF EMPLOYEES	60
NOMBRE D'EMPLOYES	60

COLLECTIVE AGREEMENT

BETWEEN

IVACO ROLLING MILLS
 DIVISION / IVACO INC.
 (OFFICE, CLERICAL AND TECHNICAL EMPLOYEES)
 HEREINAFTER CALLED "THE COMPANY"

AND

UNITED STEELWORKERS OF AMERICA
 On behalf of its Local 7940
 (OFFICE, CLERICAL AND TECHNICAL EMPLOYEES)

HEREINAFTER CALLED "THE UNION"

EFFECTIVE

FROM 8 FEBRUARY 1993 TO 31 OCTOBER 1996

JUN 17 1994

299000

preamble - PURPOSE OF THIS AGREEMENT

The parties agree that it is mutually beneficial and desirable to execute this Collective Agreement and to provide for the procedure with respect to the settlement of differences relating to the Collective Agreement which may arise between the parties hereto. ..

Article 1 - UNION RECOGNITION

1.01 - The Company recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and technical employees of Ivaco Inc. at its Ivaco Rolling Mills Division in the Township of Longueuil (L'Original) save and except supervisors and forepersons, persons above the rank of supervisor and foreperson, professional engineers within the meaning of the Labour Relations Act, Training Co-ordinator, Sales Representatives, Customer Service Representatives, Secretary to the General Manager, Secretary to the Manager of Personnel and Industrial Relations, Head Nurse, Payroll Co-ordinator, Raw Materials Co-ordinator, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

1.02 - The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit.

1.03 - The Company shall not take disciplinary action against any employee, where the circumstances arise out of a conflict in orders from management.

1.04 - The Company will not assign, nor will any person not in the bargaining unit perform, any work which is included in the bargaining unit, to the extent that such would result in the lay-off or demotion of an employee, or prevent a recall.

1.05 - The Company will inform a Union Representative of all bargaining unit work which is to be contracted-out prior to such work being performed. The following information will be furnished: expected duration; number of contractors to be employed; type of work to be performed; the reason for contracting out the work.

ARTICLE 2 - NO DISCRIMINATION

2.01 - Where the masculine gender is used in the agreement, it shall be deemed to apply in the same manner to the female gender, and vice-versa.

2.02 - There will be no discrimination, coercion or intimidation practiced by the Company or the Union or their representatives against any employee for any reason because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation,

age, record of offenses, marital status, family status, handicap, place of origin, union membership or participation or non-participation in union activities.

2.03 - The union and the Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code. Both parties agree to abide by the provisions of this code. Complaints of such harassment involving a member of the bargaining unit will be handled with all possible confidentiality by the Unit Chairperson and the Manager, Personnel & Industrial Relations, or their delegates.

Article 3 - MANAGEMENT RIGHTS

3.01 - The Union recognizes that the Company has the exclusive right to direct and operate its business according to its judgment, subject only to the restrictions imposed by this agreement or by law. The Company has the right to impose and change at different times reasonable rules and regulations to be observed by the employees; these rules and regulations must not be contrary to the provisions of this agreement. The Company will advise the Union executive, and notify, in writing, the Union executive and all employees of any changes made to the discipline code or safety rules.

For the health safety and well-being of all employees, employees will report to the Company Doctor or designate for evaluation of the illness or injury that gave rise to the occurrence or situation upon returning to work after any illness or injury. Should the Company Doctor not authorize an employee's return to work because of the requirement for additional information or clarification of medical information, said employee will be paid at his regular rate of pay for such time lost from work. However, said employee will not be compensated if this additional information shows he can not return to work because of medical reasons. If requested, the diagnosis will be forwarded to the employee's family physician.

Article 4 - STRIKES AND LOCKOUTS

4.01 - During the period this Agreement continues to operate, there shall be no strikes called, supported or authorized by the Union or any of its officers, nor shall employees participate in any strike action. Furthermore, the Company shall not lock out any of its employees.

4.02 - **As used** herein the terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

Article 5 - UNION SECURITY

5.01 - Employees who are members of the Union must remain members of the union.

5.02 - Each week the Company must deduct from the wages of each

employee comprised in the bargaining unit an amount equivalent to the weekly dues fixed by the Union in accordance with its Bylaws, on a percentage basis.

Each month the Company must remit the total sum of the amounts so deducted to a designated official of the Union. The Company will supply a list of names and the amount deducted which will include the total gross amount earned and the total hours worked, including overtime hours, for each employee.

5.03 - The employees must sign a form authorizing the Company to deduct the Union dues mentioned above and the Union initiation fee.

A copy of this authorizing form, which will include the Social Insurance Number and address of the employee, will be remitted to a designated official of the Local Union. Such form will be provided by the Union to the Company.

5.04 - The Union will save the Company harmless from any and all claims which may be made against the Company for amounts deducted from pay as herein provided.

5.05 - The Company will advise the Union, with a copy of the Personnel Report, of all retirements, hires, dismissals and terminations, bumping, layoffs, recalls, address changes, and social insurance numbers of employees.

Article 6 - UNION REPRESENTATION

6.01 a) - The Company and the Union recognize that stewards, the Unit Chairperson and committee members have regular duties to perform. Therefore, such persons shall not leave their work for the purpose of conducting any business on behalf of the Union or other employees without first obtaining permission from their respective immediate supervisors. Such permission shall not be unreasonably withheld, and where it is not granted immediately, it will be granted before the end of the shift. In recognition of employees observing the terms hereof, the Company will pay stewards, the Unit Chairperson and members of any Union committee at their regular rate of pay for time spent in meeting with Company representatives, excluding arbitration proceedings, or to perform Union duties on the Company premises, when approved by the Company.

6.01 b) - An employee has access to his personal and medical file on record with the Company; at his discretion he may be accompanied by his local union representative when viewing such file. Copies of material contained in the employee's personal file will be provided on request of the employee.

6.02 a) - The Union will advise the Company, in writing of the names of employees who may act on any committee or as stewards. The Company

shall not recognize such persons until official written notice has been received from the Union. The following persons will be recognized under this article, in addition to other committees which may be provided for elsewhere:

Health and Safety - 2 employees
Grievance Committee - 2 employees
Unit Chairperson
Unit Secretary
Job Evaluation Committee - 2 employees

It is agreed that no employee can hold more than one position on the Health and Safety, Grievance, or Job Evaluation committees.

6.02 b) - The Company will advise the employees and Union of the names of those persons who have been appointed to a position of first line supervision when such appointment occurs.

6.03 a) - At meetings held to discuss any matters of administration of this agreement between the Company and the Union, the Union will be represented by the Unit Chairperson or his designate, and a member of his choice. In addition, representatives of the Union may be present.

6.03 b) - The Company recognizes that the Unit Chairperson is ex-officio member of all committees; any committee member may be replaced by the Unit Chairperson.

6.04 - The Company recognizes the right of the Union to appoint or otherwise select four (4) stewards for the bargaining unit.

6.05 - When an authorized union Representative wishes to speak to any Local Union Representative or any employees during working hours, he shall first obtain permission from the Manager, Personnel & Industrial Relations of the Company or a designate who shall arrange a place for the meeting.

6.06 - **Two** (2) employees will comprise the negotiating committee. Those employees who **are** members of the negotiating committee of the Union will not lose wages or regularly scheduled **day** off for that time they spend in direct negotiations with the Company for renewal of this agreement. If negotiations are carried on an employee's day off, another day off with pay will be given.

6.07 - Where there is a lay-off due to lack of work, the Unit Chairperson and the grievance committee chairperson, at the time of layoff will, in that hierarchical order, be the last to be laid off and the first to be recalled, providing they are reasonably qualified and able to perform the work available.

6.08 - Neither the Union nor its members will engage in any Union activities not included in the terms of this agreement on the premises of the Company except with the permission of the Manager, Personnel &

industrial Relations.

Article 7 - GRIEVANCE PROCEDURE

Preamble:

It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible. It is generally understood that employees' complaints can best be settled by their immediate Supervisor.

Any alleged grievance which arises concerning a corrective or disciplinary measure or the interpretation, application or violation of this agreement will be dealt with in the following manner.

7.01 - It is generally understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust the complaint. The complaint will be discussed by the employee and the supervisor within 10 working days of the incident which is being grieved. The employee may be accompanied by his steward or a member of the grievance committee. The supervisor shall give her answer orally to the employee and the steward within 5 working days or a delay mutually agreed upon.

7.02 - STEP ONE

(a) - If no settlement is reached in accordance with article 7.01 above, the grievance may then within five (5) working days that follow be stated in writing, signed by the grievor and a member of the grievance committee and presented to the Department Superintendent.

(b) - The Department Superintendent and/or such other person(s) as may be designated by the Superintendent will meet with the grievance committee, or one (1) member of the Grievance Committee and the employee's steward, within five (5) working days following the receipt of the written grievance in an attempt to arrive at a settlement. A written reply will be given within five (5) working days after this meeting has been held. If the grievance is not settled at this stage, within five (5) working days of the Department Superintendent's or his designate's decision, it can then be submitted in writing to the Plant Manager or his designate at Step Two.

7.03 - STEP TWO

The Plant Manager and/or his delegates will hold a meeting with the Union grievance committee, which may be accompanied by a representative of the Union, within five (5) working days of the presentation of the grievance. The Plant Manager or his delegate, shall make his decision known and the reasons which motivated it in writing to the grievance

committee chairperson and the Unit Chairperson within five (5) working days following the meeting, or at a time mutually agreed upon.

7.04 - Should the Union or the Company fail to observe any of the time limits set out herein, then the grievance shall immediately advance to the next step, excluding arbitration which is subject to the time limitations set out in this article.

7.05 a) - Any error in the descriptive wording of the grievance, excluding time period limitations, will not prevent proceeding with the grievance on its merit.

7.05 b) - The Union has the right to initiate group grievances of two (2) employees or more at a time, or grievances of a general nature at Step Two of the grievance procedure, which must be signed by either the Unit Chairperson or the Grievance Committee Chairperson.

7.05 c) - Grievances concerning job descriptions and/or classification must be lodged by the grievance committee at the Step mentioned in 7.0 above.

7.05 d) - If the Union claims there has been a general violation of any of the terms of this agreement, the Union may submit a policy grievance, dated and signed by either a full-time representative of the Union or the Unit Chairperson or his designate at Step Two of the grievance procedure, such grievance to be submitted within twenty (20) working days of the alleged violation.

7.05 e) - An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to file a grievance at the Second Step of the grievance procedure for preferred handling in such procedure and arbitration.

DISCHARGE AND DISCIPLINE

7.06 - Disciplinary measures and warnings will be given orally in the presence of a Union Steward, or other Union Officer, or in writing with a copy to the employee's steward. Before a warning or a suspension is given in writing, it will be discussed orally with the employee and a Union steward or other Union officer.

7.07 a) - Except for probationary employees, no employee shall be discharged or disciplined without just cause.

Employees who have not finished their probationary period may be terminated at the sole discretion of the Company.

7.07 b) - In the case where a claim alleges that an employee has been discharged or suspended the grievance shall be initiated directly at Step 2 within 10 working days of the receipt of the discipline. Any grievance concerning a disciplinary measure other than discharge or

suspension shall be initiated at Step 1 of the grievance procedure within 10 days of the receipt of the discipline. A suspension which :
grieved, other than one resulting from the accumulation of sixty (60)
merit points, will be implemented following the second step grievance
answer.

Notice of discipline will be given within 10 working days of the incident, On the 10th day if the employee is not available the disciplinary notice may be presented to the Unit Chairperson or his delegate.

7.07 c) - If it is decided or agreed upon at any stage of the grievance procedure, or if an arbitrator judges that an employee has been unjustly discharged, or that a sanction has been too severe, the management must return him to his employment without loss of seniority and shall pay the employee the amount which he would have normally earned had he been working his regular working hours, or the amount agreed upon by the parties which in their opinion, is just and equitable, or in the opinion of the arbitrator if the case is submitted to arbitration.

7.08 - An employee who wishes to initiate a grievance and is prevented from doing so because he is physically or medically incapacitated or incarcerated may initiate such grievance within five (5) days of his recovery or release as the case may be.

The employee will not be compensated in any way for the time of such incapacitation or incarceration should the grievance be successful.

7.09 - Any safety grievance which proceeds to arbitration may be settled by either the arbitration procedure agreed to in this collective agreement or through the Ontario Labour Relations Board, as the grievor may choose.

7.10 a) - If a grievance is not settled at the stage set out in article 7.03, the grievance can then be brought to arbitration by written notice at the latest within thirty (30) days after the expiration of the delays set out in 7.03.

7.10 b) - The notice of intention to bring the grievance to arbitration shall be made in writing and shall state the terms of the Collective Labour Agreement that have been violated where these terms differ from those stated in the written grievance. The notice must also state the remedy *or* remedies sought where such has not been clearly stated in the written grievance.

7.10 c) - At any step of the grievance procedure and arbitration, an employee will have the right to use either English or French **as** he may choose in dealing with his grievance.

7.11 - The arbitration procedure incorporated in this agreement shall be based upon the use of a sole arbitrator.

When either party requests that a grievance be submitted to arbitration, it shall make such request in writing, addressed to the other party to this agreement. The arbitrator will be selected in rotation from a list of four arbitrators following.

- 1) Dean D.L. Adell;
- 2) Prof. J.E. Roach;
- 3) Michael Bendel;
- 4) Jean Beaudry

Any member of the panel of four (4) arbitrators who, having been requested in his turn to act as sole arbitrator on an arbitration case, shall be unable or unwilling to act as sole arbitrator, shall no again be requested to act until his name comes up again on the roster of panel members on a rotation basis.

If an arbitrator on the rotation list is unable to hear the case within 6 weeks of the request, the next arbitrator on the rotation list may be used, at the option of the party making the request.

The rotation list may be amended by mutual agreement of the parties.

Upon mutual agreement, the parties may use an arbitrator other than those on the rotation list.

7.12 a) - Employees whose attendance is required at arbitration hearings will receive permission to be absent from work.

7.12 b) - Each party shall pay its own costs and expenses and also the costs and expenses of the witnesses which it called. The fee and expenses of the arbitrator shall be paid equally by the parties.

7.13 - The arbitrator shall not render any decision which is inconsistent with the terms of this agreement, nor shall he add to, alter or amend any of its terms or deal with any matter not contained herein.

The decision of the arbitrator including the arbitrability of a grievance, is final and binding upon the parties to this agreement and becomes executory following the expiration of seven (7) working days following the receipt of the decision.

7.14 - The time limits prescribed by this article and any other articles dealing with grievances and arbitration can only be extended by written consent of the parties. The said time limits do not include Saturdays, Sundays, Holidays, Office shutdown or the grievor's vacation period.

7.15 - With the exception of the time required to present the grievance, an employee cannot leave his working place or his work because of an alleged grievance, but he shall continue to work until a

final decision has been rendered on his grievance in conformity with the grievance procedure provided by this agreement subject to article 7.

7.16 - At any stage of the grievance procedure, including arbitration, the parties can have recourse to the employee or employees involved, and any necessary witnesses; the reasonable necessary dispositions shall be taken to permit the parties to have access to the establishment to view the operations and to consult with necessary witnesses.

The Union Representative shall have access to the Plant from the second step (7.03) until arbitration, to take the necessary information or proof relating to a grievance or grievances of any nature whatsoever and to discuss with the necessary witnesses; he shall previously have obtained permission from the Manager, Personnel & Industrial Relations

7.17 - The Company has the right to file a grievance hereunder by sending a notice in writing to the Unit Chairperson within fifteen (15) days following the event which gives rise to the grievance. The Unit Chairperson must give the Company a written answer within fifteen (15) days of the sending of the grievance by the Company. If the Union's answer is not satisfactory or is not made within such delay, the Company may then bring the matter to arbitration by applying the application sections of this article mutatis mutandis.

Article 8 - SENIORITY

8.01 - An employee will be on probation and will not have any seniority with the Company until after he has completed sixty-five (65) regular working days from his date of hiring. If, however, a probationary employee is laid off and is re-hired after lay-off within a period of three (3) consecutive calendar months, he will be given credit for the time worked toward completion of his probation period. When an employee completes his probation period, his seniority will date back sixty-five (65) regular working days.

8.02 - All probationary employees shall be classified as temporary and they will benefit from all rights of this Collective Labour Agreement with the exception of Articles 26.01 to 26.04 (Insurance Program and Pension Plan), and the application of this article. However, Articles 22.01 to 22.06 (Paid Holidays) will become effective after the completion of thirty (30) **regular working days by an employee.**

8.03 a) - The parties recognize that job opportunities shall increase in proportion to seniority. It is therefore agreed that:

(a) In **all** case of promotion and transfer the following factors will be considered:

- 1) seniority
- 2) the requirements of the job

3) the skill, ability and experience of the applicants.

When the factors mentioned in 3) are relatively equal amongst the applicants, the employee with the most seniority will be awarded the job. If none of these applying has the required skill, ability and experience to perform the work then the Company may fill the job from any source available.

- (b) In all case of lay-off or demotion to a lower-paying job, the seniority will be the governing factor, provided the employee has the required skill, ability and experience to perform the work, subject to article 8.05.
- (c) In all cases of a job award, the promoted employee will be entitled to a trial period not exceeding thirty (30) working days.

8.03 b) -In the event of disputes involving seniority for employees hired the same date, the employee assigned the lower number shall be more senior,

8.03 c) - Before a lay-off occurs an employee in that position on a probationary or temporary basis will be the first to be laid-off or returned to his/her regular position, as the case may be.

8.04 a) - An employee's seniority is defined in the following manner, subject to the provisions of this agreement covering probationary period of service. This seniority is the only seniority recognized by the Company.

(i) For employees whose regular jobs were in what **is** now the bargaining unit as of the date of certification, seniority will date back to the employee's starting date with Ivaco Rolling Mills.

(ii) For employees who held a position in what is now the bargaining unit prior to 8 February 1993, and subsequently re-join the bargaining unit, their seniority shall be calculated on the basis of total time served in what is now the bargaining unit.

8.05 a) - An employee laid-off from his or her position may exercise his seniority to **claim** any job within the bargaining unit from the most junior employee in that position, provided the laid-off employee has the skill, ability **and** experience to perform the work **efficiently** after a trial period **of up** to thirty (30) days. All probationary and temporary employees shall be laid-off ahead of those who have acquired seniority, unless such employees possess special qualifications which are not available through other employees. In all cases of lay-off, the Union will receive a copy of the employee's lay-off notice.

b) - In case of a permanent lay-off, or a lay-off which is expected to

exceed one (1) year, an employee who exercises his bumping rights as per article 8 will be trained up to a maximum of two hundred and forty (240) working hours.

8.06 (a) - Recall to work following lay-off or bumping shall be on the basis of seniority provided the employee can perform the job. Insofar as it is practicable to do so, employees will be returned to the jobs from which they were laid off or bumped out of provided work becomes available, within thirty-six (36) months.

(b) An employee who refuses to exercise his bumping rights and elects to take a lay-off will not be recalled unless the job from which he was laid off becomes available. Said employee must advise the Personnel Office if he wishes to return to any other vacant job.

(c) Should a laid-off employee request to be recalled to a job lower than that from which he was laid off, said employee must advise the Manager, Personnel & Industrial Relations of such request, in writing at the Personnel Office, before becoming eligible for recall to such position.

(d) The Company will advise the Union Executive when a Union Representative is required to witness a call-back of employees who are on a lay-off. The Union Executive will supply one (1) such Representative whom they will select. This Representative will be paid his regular wage rate while witnessing these call-backs, subject to Article 20.01.

8.07 a) - Except as otherwise provided in this Article, an employee who is to be laid off will be given notice of five (5) working days. If the notice is shorter than the period specified, then payment for the number of scheduled working days remaining in the week will be made in lieu thereof. The Union will be given advance notice of all lay-offs

b) - In the case of a laid-off employee who is recalled to work for a period of ten (10) working days or less, and the employee is notified at the time of his re-call that the period shall be of ten (10) working days or less, then the above notice is not applicable, nor shall the employee be required to accept such a call-back.

8.08 (a) - Other than emergency situations, in all cases of total or partial shutdown of the plant for repair purposes, or installation of new machinery or other equipment, the Company will keep the maximum of its employees who can perform the available jobs required based on seniority as per the provisions of Article 8.03.

(b) Where an emergency situation requires a shutdown of a section or department for two (2) working days, or less, the seniority provisions contained herein shall not apply. In such circumstance, employees will be given the opportunity to perform any available work the Company requires. If none is available, then they will be laid off. The Company shall not, however, use a succession of such short-term

lay-offs for the purpose of avoiding the seniority provisions, nor shall any employee be subject to more than a total of six (6) working days of short-term lay-offs in any twelve (12) months' period.

8.09 - Three (3) times per year the Company will prepare and post on the bulletin boards a seniority list of **all** employees who have completed the probationary period. A copy of each seniority list will be sent to the Union office and the Local Financial Secretary. Furthermore, the Company will supply the Union and the Local Financial Secretary on a monthly basis with the names and hiring **dates** of all new employees as well **as** the termination date of those whose employment is discontinued.

8.10 - Seniority shall continue to accumulate during:

(i) an authorized leave of absence;

(ii) an absence due to an industrial sickness or industrial accident covered by the Workers' Compensation Board;

(iii) an absence due to lay-off for a period equal to his plant seniority, up to a maximum of thirty-six (36) months;

(iv) an absence due to non-industrial sickness or non-industrial accident **up** to a maximum of thirty-six (36) months;

(v) Transfer to a non-bargaining unit job for a maximum of twelve (12) months.

8.11 - An employee loses his seniority and employee status **and** his name is removed from all seniority lists for any one of the following reasons:

i) if he voluntarily leaves his employment;

ii) an absence due to a lay-off for **a** period exceeding his seniority up to a maximum of thirty-six (36) months;

iii) if he is discharged for just and valid reason and he is not reinstated according to the provisions of this agreement;

iv) if he is laid off and does not return to work within a maximum of seven (7) working days after the Company has advised him by registered mail or telegram to do so, sent to his last known address according to the Company's records. A copy of this notice must be sent to the Union. A laid-off employee must advise the Company, in writing, by registered mail of his changes of address;

v) if he is absent for three (3) consecutive working days without a valid reason satisfactory to the Company and without contacting the Manager, Personnel & Industrial Relations or his designate to receive permission for such absence;

vi) if he is retired;

4ii) an absence due to non-industrial sickness or non-industrial accident for a period equal to his seniority up to a maximum of thirty-six (36) months.

8.12 - An employee who is temporarily replacing another employee who is absent for a valid reason, shall return to his regular job when the absent employee returns to his regular job, or when the Company decides the absent employee's position should remain vacant.

Article 9 - JOB POSTING

9.01 a) - A permanent job becomes vacant in the event the incumbent leaves the service of the Company, or is promoted, demoted, permanently transferred, or when a new job is created.

9.01 b) - A temporary job becomes vacant when the incumbent is ill, injured, on an approved leave of absence, or being trained for a period exceeding three (3) months. A temporary job will also become vacant in the case where the job is for a special task of a definite term which is to be for less than twelve (12) months. In such case, the terms and task will be indicated on the job posting. The Company shall not use this provision to by-pass the usual job-posting mechanism set-out in article 9.01 (a).

An employee who is filling a temporary posting shall not apply to another temporary posting. In the case of temporary posting there shall be no "snow-balling" (i.e. only the first temporary vacancy shall be posted; subsequent temporary vacancies resulting from this posting shall be filled by the temporary transfer procedures of this collective agreement).

9.02 a) - In the event the Company decides to fill any vacant job, a notice will be posted on the bulletin board for five (5) consecutive working days. During that period any employee who has completed his probationary period, or Union representative should an employee be absent for a valid reason, may make an application, in writing for transfer to the posted vacancy. Applications shall be made in triplicate, with one (1) copy being given to the employee's supervisor one (1) to the employee's steward and one (1) retained by the employee. No later than ten (10) days after the expiration of the aforementioned time limits, the Company must post the award.

9.02 b) - The notice of posting shall indicate the vacancy, the shift, the hours of work, and whether the vacancy is temporary or permanent as defined above.

9.03 - All applications will be considered by the Company, and the assignment to the job will be subject to the conditions stipulated in Article 8.03. However, if none of those applying has the skill,

ability and experience or if no applications are received, then the vacant job may be filled from any source available that meets these requirements.

9.04 a)- An employee who accepts a job through the posting procedure shall not be limited as to when he may apply again for a job in a higher wage classification or a day-shift job. However, such employee shall not be permitted to apply for a lateral or downward transfer until after three (3) months have elapsed.

9.04 b) - In making temporary promotions and transfers (i.e. of less than three (3) months) the Company will fully consider the seniority of qualified employees who can perform the job.

9.05 - If an employee receives a job through the posting procedure and is then unable to meet the requirements of that job, he will be returned to the job from which he was transferred. However, the job will not again be posted. Instead, the original posting will be re-examined for possible assignment in accordance with 9.03 above. Other employees displaced as a result of this posting will be returned to their former jobs, provided such jobs still exist.

9.06 - The Company may fill any vacant job on a temporary basis while the posting procedures are being invoked. The experience acquired by the employee placed on the job during this temporary period will not be considered if he is one of the applicants.

9.07 - A job shall not be considered vacant for posting where the job will not last beyond thirty (30) working days.

9.08 - An employee who is temporarily replacing another employee shall return to his regular job when the absent employee returns to his regular job. Similarly, all employees affected by this return shall also be transferred back to their previous jobs.

Article 10 - LEAVE OF ABSENCE

10.01 - A leave of absence without pay of one (1) working day or less will be granted to an employee after verbal agreement with his/her Supervisor. Such leave shall not affect the benefits and the seniority standing of the employee on leave.

10.02 - An employee may be granted a leave of absence without pay for longer duration for a personal reason:

(a) if he makes a request in writing to Management; and,

(b) if the request is wellfounded and if the leave of absence does not hinder the operations, except in emergency cases where the leave of absence will in any case be granted.

10.03 - At most two (2) employees at a time, but no more than one (1)

from a department, shall be granted a leave of absence without pay to attend Union conventions or to look after Union affairs, including courses and seminars given by the Labour College of Canada. The Company must receive such requests for a leave of absence at least one (1) week before the leave is to commence; such leaves of absence shall be without pay and without loss of seniority, but shall include all insurance benefits if less than three (3) months.

10.04 - LEAVE FOR UNION STAFF

The Company will grant an employee leave of absence without pay for at the most three (3) years in order to work as an official for the Local or the International Union. The employee must request the leave in writing and the Union must approve it.

10.05 - An employee who accepts other employment while on a leave of absence as provided for in this Article will lose all seniority and have his services terminated.

10.06 - Should an incarcerated employee apply for an official Temporal Absence Program when his sentence commences, the Company will grant said employee a leave of absence until such program is effective or denied.

10.07 - With regard to pregnancy and parental leave, the provisions of the Employment Standards Act will apply, except to the extent that greater benefits are provided by this collective agreement.

10.08 - FAILURE TO RETURN FROM LEAVE

All authorized leaves of absence for more than a day shall be granted in writing and none of these leaves of absence can affect the seniority rights of the employee when they are used for the purpose for which they have been granted and provided he returns to **work** at the expiration of his leave.

Article 11 - SAFETY AND HEALTH

11.01 - The parties desire to maintain high standards of safety and health in the plant and agree to cooperate in the continuing objective of developing a safe production environment by correcting unsafe conditions and unsafe acts in order to reduce industrial injury and illness.

11.02 - (i) The Company shall supply the necessary equipment and accessories as determined by the Joint Health and Safety Committee to protect employees from accidents and occupational illness.

- (ii) It shall also supply **safety** boots as needed for all employees who require same for their work. The Company shall continue to supply all the clothing it currently supplies for

those employees who require same in their work.

In regard to subsidized clothing and boots, the following will apply.

When an employee requires replacement of safety clothing, including boots, he will be required to return items requiring replacement, to the authorized Company person. Should the equipment prove to be faulty or unsafe, an approved authorization form will be issued to the employee entitling that employee to proceed with the replacement. The employee then may, at an approved supplier, secure a new unit. Any disagreement regarding replacement decisions will be discussed with the Union representative.

11.03 - In regard to safety glasses, the Company shall **supply** safety glasses as approved by the Joint Health and Safety committee, to all employees whose position requires the use of safety glasses. In regard to safety glasses with prescription lenses, the following is the accepted policy:

(1) The Company shall pay the price of the first pair, including the cost of examination, the frame as approved by the Joint Health and Safety committee and the prescription lenses.

(2) The Company shall pay the cost of replacement of safety lenses when these lenses deteriorate through the normal use of work.

(3) In order to receive payment for his lenses or glasses, including the examination if such is the case, it is agreed that the employee must have received written permission from the Manager, Personnel & Industrial Relations or his replacement and he must present himself to the optometrist chosen by the Company.

(4) The Company shall pay the employee his salary for time lost during his regular working hours for **an** eye examination when scheduled by the Personnel Department.

11.04 (a) - Employees on probation shall sign a form which entitles the Company to deduct from their paycheques the cost of safety footwear and prescription safety glasses if they terminate before completing their probationary period.

(b) An employee shall reimburse the Company for the cost of safety equipment lost or damaged through negligence on the part of the employee.

11.05 a) - The Company and the Union shall name a Safety Committee composed of two (2) Company Representative and two (2) Union Representatives. The Committee's function shall be to promote Safety and Industrial Hygiene in the clerical/technical areas. The Committee shall hold meetings as required or as decided by the Joint Health and

Safety Committee, and make written reports to the Plant Manager. Each party will appoint one (1) of its representatives as co-chairman; each co-chairman will act as chairman of the Joint Committee at alternate meetings.

11.05 b) - An employee regularly working in an area which is inspected by an existing health and safety committee established under the collective agreement for hourly workers, between the Company and the Union, will be entitled to have his health and safety concerns addressed by that committee.

11.06 - The committee shall be notified of all accidents or any illness designated by a doctor as an "Industrial Illness". The two (2) members of the Joint Health and Safety Committee as defined in Article 11.05 shall make a joint inquiry as to the nature and the cause of these accidents, and a completed copy of the Workers' Compensation Board's Form-7 will be given to the Joint Safety and Health Committee as well as to the employee.

11.07 - The Company shall assist in reporting accident related injuries or industrial illnesses, to the Workers' Compensation Board of Ontario. The Company will report all accident related injuries to the Workers' Compensation Board of Ontario.

11.08 - An employee who is injured at work and, because of the injury requires medical attention will, if prevented from continuing at work be paid for the balance of his regular shift hours at his applicable rate of pay.

11.09 - The company shall provide transportation for the employees, during their shift, when an accident or industrial sickness requires medical treatments.

11.10 - It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

11.11 - 30th the Company and the Union agree to abide by and respect the Ontario Health and Safety Act.

11.12 - The Union Health and Safety Committee Chairman will be released from his regular work in order to work on health and safety functions as required and/or determined by the Joint Health and Safety Committee on a schedule which is accepted by the Company.

11.13 - The Joint Health and Safety Committee shall recommend training programs for committee members and workers. Upon **approval** by the Company, the Company will provide paid time off to allow participation in this training.

11.14 - The Joint Health and Safety Committee will review hazards that may be inherent in VDT operations and recommend corrective action.

In regard to VDT glasses, the Company shall supply such as approved by the Joint Health and Safety Committee to all employees who spend a significant portion of their shift on a VDT and who require such. The policy as outlined in 11.03 (1) to 11.04 (4) shall apply.

Article 12 -- BULLETIN BOARDS

12.01 - The Company will provide two (2) bulletin boards (one (1) in each of the main office areas) for the purpose of posting Union notices and official documents. These bulletin boards will be located in the areas designated by the Union and approved by the Company. The notices will be posted only by the Union officers and must be in conformity with the spirit and intent of this agreement.

The Union will also be allowed to post official notices and documents approved by the Company on existing bulletin boards.

Article 13 -- COPIES OF AGREEMENT

13.01 - The Company and the Union desire that the provisions of this agreement and the rights and duties under it be familiar to each employee. For this reason the Company will have the agreement printed in pocket book form, in English and French, and will give a copy to each employee, ten (10) copies to the International Representative, and twenty (20) copies to the Local Union.

Where any dispute arises in connection with any of the terms of this agreement, the English text shall govern.

Article 14 -- HANDICAPPED EMPLOYEES

14.01 a) - In cases where employees are permanently physically diminished or incapacitated at the service of the Company, following an industrial sickness or accident, the primary goal is to return the injured worker to the pre-accident job.

To this end, the Company will make every reasonable effort to effect appropriate modifications as may be necessary, so the employee can perform the duties of the job.

(b) - Where the above is not possible, the employee will have the right to bump as per the clauses of the collective agreement regarding bumping rights.

This bumping is conditional on the injured employee being medically capable of performing the job as determined by the Company's assigned doctor and the employee's doctor.

(c) - Where the above is not possible, the employee will be given full consideration for suitable employment.

(d) - The parties may avail themselves of the services of the Workers Compensation Board and/or the Ministry of Labour to assist in making determinations related to this article.

Article 15 - JURY DUTY

15.01 - An employee who is required to serve on a jury or who is subpoenaed as a Crown witness will be paid his full regular wages for each day lost from work, provided he endorses to the Company the fees received for acting as a juror or a Crown witness, and further provides he reports for work for each day he is not required to serve on any case or remain in the Court Room.

Employees who are scheduled to work the previous and/or the following night shift will be **paid** for the previous shift, will not be required to work either of such shift, and will be paid the following shift if the court or jury appearance was for four (4) hours or more:

Article 16 - BEREAVEMENT LEAVE

16.01 - An employee will be allowed up to four (4) consecutive days' leave from work with pay, including the day after the funeral or the memorial service in case of cremation, in the event of the death of his father, mother, sister, brother, wife, husband, son, daughter, grandparent, father-in-law and mother-in-law. Such leave shall be for the purpose of attending the mourning and the funeral. Only the portion of the four (4) working days that would otherwise have been time lost from work will be paid.

16.02 - In the event of the death of such employee's brother-in-law, sister-in-law, or grand-children, this employee may obtain a four (4) consecutive days leave of absence, of which he shall be paid for one (1) of these four (4) days at his regular rate of pay.

Article 17 - HOURS OF WORK

17.01 - This article defines working hours **and** shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week.

17.02 - The regular work week (except for employees scheduled on continuous operations) shall be thirty-seven-and-one-half (37 1/2) hours or forty (40) hours, as determined by the Company, divided into five (5) periods (i.e. shifts) of work of seven-and-one-half (7 1/2) consecutive hours or eight (8) consecutive hours, respectively, from Monday to Friday.

17.03 a)- Employees assigned to a day-shift schedule shall be scheduled by the Company to work either seven-and-one-half (7 1/2) hours or eight (8) hours, as the case may be, with a one (1) hour or one-half (1/2) hour unpaid meal break respectively, as the case may be, between 07:00 hours and 18:00 hours. Employees will normally be scheduled

between 07:00 hours and 17:00 hours.

17.03 b)- In the case of a 12-hour continuous shift schedule such employees shall follow the same schedule as hourly workers, but shall be paid by the existing staff pay method.

17.04 a) - The Company may schedule the work week as a continuous operation for any and all employees.

17.04 b) - The pay week will be from 0001 hours Sunday to the next Saturday at 2359 hours, except in the case of persons who follow the twelve (12) hour shift schedule established in the Mill.

17.05 - Employees on rotating continuous shift operations may be required by the Company to work on any days, Sunday to Saturday inclusive.

Employees on twelve (12)-hour shifts will be granted two (2) thirty (30) minutes paid lunch periods, to be taken **so** that no employee has to work more than five (5) hours without a meal period.

The company will continue its past practice in regards to rest periods

17.06 - An employee who is *to* be relieved at the end of his shift shall **not** leave his work if his replacement has not arrived, until **a** suitable replacement is found, or as soon as practical, unless he obtains permission from his Supervisor to leave his work station. Such permission shall not **be** unreasonably withheld.

Article 18 - OVERTIME

18.01 - Overtime at the rate of one and one-half times (150 per cent) an employee's regular hourly rate will be paid to any employee who is authorized to work in **excess** of his regular daily or **weekly** hours, **but not both**.

18.02 - An employee who has worked what would normally be overtime hours but who has been absent during the week without a valid reason shall only be paid for the hours worked in excess of his regular work week.

18.03 - There shall be no pyramiding of overtime hours. Overtime will only be paid for periods of fifteen (15) minutes **so** worked, or multiples of fifteen (15) minutes.

18.04 - Employees performing the same work may exchange shifts with one another, provided permission is granted in writing by their supervisor. **In** such cases, an employee performing **work** in the place of another employee shall not benefit by being paid overtime during his regular work hours.

18.05 - The Company shall give notice of overtime work as far in

advance **as** practicable. **All** overtime work is on voluntary basis, but an employee **shall** not refuse to work overtime without a valid reason (where such refusal could result in an interruption of any of the company's operations.

18.06 - The Company consents to pay an employee who is asked, by the Company, to change his shift or work outside of his regularly schedule hours, excluding changes within the scope of article 17.03, during his normal work week time-and-one-half his hourly rate for the first shift unless the employee has received a thirty-six (36) hour prior notice, subject to article 18.07.

18.07 - Overtime at the rate of two-hundred percent (200%) will be paid to employees who work outside their normal schedule on a Sunday for work performed on that day.

18.08 - Overtime will be divided as equitably as practicable on a quarterly basis within a Department.

Where any inequity in the division of overtime is shown to exist, no payment will be made, but further overtime opportunities will be provided to satisfy the inequity.

18.09 - The Company will maintain for each Department an up-to-date list of the acceptance and refusals by employees of overtime opportunities. The Union or any employee concerned shall have access to these lists at any time.

18.10 - The Company will continue **its** present practice with respect to overtime meal allowance.

Article 19 - CALL-IN PAY

19.01 a) - An employee who has left the premises of the Company after completing his full shift of work, and is then called to work for urgent work, shall be paid time and one-half (150%) his regular hourly rate or double time (200%) on a scheduled holiday or non-scheduled Sunday for all hours worked during his recall until the beginning of his regular shift, but in any case for not less than the equivalent of four (4) hours at his regular hourly rate.

19.01 b) - An employee who is called for a meeting on one **off-day** shall be paid four (4) hours minimum or overtime, whichever is greater.

19.01 c) - Employees in the EDP Department who perform emergency repairs as authorized by **the Company from their own home** with their own computer facilities will receive the equivalent of one (1) hour of pay at their regular rate. This is limited to one (1) occasion per calendar day and will not apply when the employee is receiving stand-by pay as per article 19.02.

19.02 - **An** employee required to stand by for a possible call-in to work

shall be paid an amount equal to five (5) **hours** at his **regular** wage rate for a two-day period; or seven-and-one-half (7 1/2) hours for a **day** period.

Failure to respond to a call-in to work shall absolve the Company from any obligation to pay standby pay to an employee for the period he was required to standby.

Article 20 - **REPORTING FOR WORK GUARANTEE**

20.01 - **An** employee who reports for work without having been advised in advance not to report, will be given work, or **pay** in lieu thereof, for four (4) hours, if the employee is on an eight (8) hour schedule, or for six (6) hours if the employee **is** on a twelve (12) hour schedule, at his regular hourly rate. **The** terms of this Article shall not apply where an employee is prevented from working because of fire, flood, strike, explosion, lack of power or any other circumstance beyond the control of the **Company**.

Article 21 - **VACATIONS**

21.01 - Employees with less than one (1) year of continuous service as of May 1st shall be granted a vacation of one (1) day for each complete month of continuous service to a maximum of ten (10) days, with pay equal to four per cent (4 per cent) of earnings.

21.02 (a) - Employees with one (1) year **but** less than three (3) years of continuous service as of May 1st shall be granted a vacation of two (2) weeks with pay equal to four per cent (4%) of earnings.

(b) Employees with three (3) years but less than eight (8) years of continuous service **as** of May 1st shall be granted a vacation of three (3) weeks with pay **equal** to six per cent (6%) of earnings.

(c) Employees with eight (8) years but less than **ten** (10) years of continuous service as of May 1st shall be granted a vacation of three (3) **weeks** with pay equal to eight per cent (8%) of earnings.

(d) Employees with ten (10) years but less than sixteen (16) years of continuous service as of **May 1st** shall be granted a vacation of four (4) weeks with pay equal to ten per cent (10%) of earnings.

(e) Employees with sixteen (16) years but less than twenty-eight (28) years of continuous service as of **May 1st** shall be granted a vacation of five (5) weeks with **pay** equal to **twelve** per cent (12%) of **earnings**.

(f) Employees with twenty-eight (28) years or more of continuous service as of **May 1st** shall be **granted** a vacation of five (5) weeks with pay equivalent to fourteen percent (14%) of earnings.

(g) - For the purpose of article 21, "continuous service" shall mean the employee's total continuous service since the last date of hire by

Ivaco Rolling Mills.

(h) - "Earnings" as defined in articles 21.01 and 21.02 is the greater of either the employee's salary at the time vacation is taken or earnings during the twelve (12) months prior to May 1st.

21.03 - In case of termination of employment for any cause whatsoever excluding lay-off, the employee shall be paid any outstanding vacation pay to which he may be entitled but has not yet received. In lay-off cases the employee may, if he so requests, receive any outstanding vacation pay to which he may be entitled but has not yet received.

21.04 - Employees shall receive their vacation pay on the pay day one (1) week prior to their departure on vacation.

21.05 - The right to vacations is neither cumulative nor transferable and the vacation must be taken between May 1 and the following April 30. Upon mutual agreement with his supervisor an employee may be allowed to take up to one (1) week (i.e. 37 1/2 or 40 hours, as the case may be) of his vacation by celebrating the days individually, provided the employee requests such no more than two (2) weeks before the day is to be taken.

21.06 (a) - The Company may, at its discretion, close operations for vacation purposes, such closing to take place between the 1st of July and Labour Day weekend. The Company will notify the Union not later than April 1st of each year if it intends or does not intend to close the plant, and when it is to be closed, the duration of the closing will be stipulated. Those employees required to work during a shutdown period will have the right to select available vacation dates on the basis of seniority by departments.

21.06 (b) During the vacation shutdown period should the Company require any position to be worked during the shutdown, the employee(s) with the most seniority in said position will be given the option to work in said position during the shutdown. Should all employees refuse such option, the Company may then schedule those required to work by reverse order of seniority.

21.06 (c) The company will pay to employees taking their vacation between November 1st and April 30th a vacation bonus of 15% of the employee's total gross vacation pay taken within this period.

21.07 (a) - Employees must make their choice between May 1 and May 15, and the Company shall then post the vacation calendar within seven (7) days following May 15.

21.07 (b) - Employees entitled to more than two (2) weeks vacation will normally only take two (2) weeks at a time between 1 June and 30 August unless mutually agreed otherwise.

21.08 - When one (1) or more employees working in the same Department

choose to take their vacation during the same period and this could affect the continuity of the operations, the employee(s) with more seniority shall have preference.

21.09 - An employee who has not worked during the total period which used to determine the vacation pay shall receive his vacation pay calculated on the number of hours which he has worked plus the amount which he has received from the Workers' Compensation Board or the Private Insurer as temporary total disability compensation benefits (including any offsets from such benefits due to an existing pension) during the period which is used to determine the vacation pay, based on the percentage he is entitled to under Article 21.

21.10 - Employees who are sick before the start of their vacation will have the right to transfer their vacation to any available dates within the vacation year. Employees entitled to bereavement leave, as per article 16, during their vacation will have the right to transfer such days to the end of their vacation period.

Article 22 - PAID HOLIDAYS

22.01 - The following days are recognized as paid holidays during each calendar year.

New Year's Eve	Civic Holiday
New Year's Day	Labour Day
Day After New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day

22.02 a) - When a paid holiday falls on a Saturday or on a Sunday, the Company will advise the employees at least two (2) weeks in advance when the holiday is to be celebrated on either the preceding Friday or the following Monday.

However, in the case of regularly scheduled employees who are required to work during a holiday, the holiday will be celebrated on its calendar day.

22.02 b) - An employee who is required to attend authorized Company business on a paid holiday will have the option of celebrating another day as a holiday. This day will be scheduled upon mutual agreement with his supervisor.

22.03 a) - Employees on a seven-and-one-half (7 1/2) hour or an eight (8) hour shift, for each of the above holidays, shall be paid the equivalent of one (1) day's pay at their regular rate.

22.03 b) - For employees on a twelve (12) hour shift the Company shall continue its present practice and method of calculating and paying for holidays.

22.04 - An employee required to work by the Company on any of the above holidays will be paid two hundred percent (200 percent) of his regular rate in addition to any holiday pay to which he may be entitled in accordance with the terms of this Article.

22.05 - To be eligible to receive pay for any of the above holidays, an employee shall be required to have worked the last full working day preceding and the first full working day succeeding a holiday, unless his absence was due to:

- (a) verified personal illness which commenced not more than forty-five (45) calendar days before the holiday;
- (b) lay-off due to lack of work which commenced not more than twenty-one (21) calendar days before the holiday;
- (c) permission having been granted, in writing, to be absent on either of the said days;
- (d) attendance at Court as a Crown witness or juror;
- (e) absence due to bereavement leave.

22.06 - Where a paid holiday is celebrated during an employee's vacation period the employee will then be allowed to celebrate that holiday on either the last working day preceding his vacation or the first working day succeeding his vacation, as he may choose, provided he is qualified for such a holiday.

Article 23 - SALARIES

23.01 (a) - The salary scale for the effective period of this collective agreement shall be as outlined below:

JOB GRADE	EFFECTIVE								
	1 December 1993			1 December 1994			1 December 1995		
	--(PER ANNUM)--			--(PER ANNUM)--			--(PER ANNUM)--		
	MIN	MID-PT.	MAX	MIN	MID-PT.	MAX	MIN	MID-PT.	MAX
1	21,210	26,512	31,814	21,210	26,512	31,814	21,210	26,512	31,814
2	23,450	29,312	35,174	23,450	29,312	35,174	23,450	29,312	35,174
3	25,944	32,430	38,916	25,944	32,430	38,916	25,944	32,430	38,916
4	28,733	35,916	43,099	28,733	35,916	43,099	28,733	35,916	43,099
5	31,819	39,774	47,729	31,819	39,774	47,729	31,819	39,774	47,729
6	35,243	44,054	52,865	35,243	44,054	52,865	35,243	44,054	52,865

NOTE: All salary ranges are based on a 37 1/2 hours per week schedule. Should an employee's position be on a 40 hours per week schedule, his or her salary is to be adjusted accordingly. Similarly, should an employee transfer from a 40 hours per week position to a 37 1/2 hours

per week position, his or her salary will be adjusted accordingly,

23.01 (b) - Starting in the first year of this collective agreement (i.e. 1 December 1993), a cost-of-living allowance (COLA) equivalent \$19.50 per year for 37 1/2 hour per week employees, or \$20.80 per year for 40 hour per week employees, or \$21.84 per year for 12-hour (7 day week) shift employees, for each three-tenths (.3) of a point increase of the Consumer Price Index as issued by Statistics Canada (1971 = 100) shall be calculated. The first reference month shall be the month of August 1993 (issued in September 1993), to which shall be compared the C.P.I. for the month of November 1993 (issued in December 1993). The first adjustment shall be calculated and added to the mid-point salary grade effective the first complete pay period of January 1994. This formula shall then be repeated every three (3) months thereafter until the expiration of the present collective agreement (i.e. 31 October 1996).

23.01 (c) - This cost-of-living allowance shall not be capped and each adjustment shall be built into the salary grade scale.

23.02 (a) - Employees will receive an annual review on the anniversary date of appointment to their job, until they have attained the mid-point of their salary grade. It is expected that employees in a salary grade will normally progress from the minimum level (.8 of the mid-point level) to the mid-point level after three (3) years in the job. However, it is understood that the Employer may accelerate or not progress any employee within a salary grade based upon its assessment of the employee's performance. If an employee's progression is restricted then he shall be told, and advised in writing, the reasons for the Company's decision. The Company will place new employees in the level of the salary grade it considers appropriate.

23.02 (b) - The levels of a salary grade shall be .8, .9, .95 respectively, of the mid-point level; and the mid-point.

23.03 - Employees' salaries will be adjusted each 1 December as per the salary scale (article 23.01 (a)).

23.04 a) - Where an employee is assigned to a higher job grade position for a period of one (1) week or more for the convenience of the Company, he/she will be paid the salary of his/her existing job, or the minimum level of the **job** to which he/she is assigned, whichever is the greater, and will retain the same anniversary date.

23.04 b) - If an employee is assigned to a classification in the same or lower job grade for the convenience of the Company he/she will retain his/her present salary and his/her present anniversary date.

23.05 a) - If an employee is awarded a job in the same job grade he/she will retain his/her present salary and his/her present progression point.

23.05 b) - If an employee is awarded a job in a lower job grade he/she will receive the salary rate of the equivalent progression point which he/she had attained in his/her previous job level.

He/she will be eligible for salary progression adjustments computed from the date of transfer to the lower job grade.

23.05 c) - An employee who is awarded a job in a higher job grade will receive either:

i) The minimum level of the higher pay grade; or,

ii) His/her current regular salary if such salary is greater than the minimum level salary of the higher pay grade, whichever is applicable

The parties acknowledge that for the purpose of Section 23.05 (c) (ii) an employee may be placed between levels in a pay grade. In that event the employee will be eligible to progress to the next higher level upon completion of the length of time required to progress from the next lower level to that higher level.

23.06 - It is agreed that the Company may grant to an employee discretionary salary above the mid-point level of his or her pay grade based upon the Company's assessment of the employee's performance. For this purpose an employee may receive discretionary salary of up to twenty per cent (20%) of the mid-point level (i.e. to maximum of 1.2 x the mid-point level). Any discretionary salary held by an employee will form part of his/her regular salary for the purpose of the Agreement. Any discretionary salary above the mid-point level which the Company may grant will be done on the anniversary date of the employee's appointment to his/her position.

23.07 - The Company agrees to negotiate with the Union the rate of pay for any new or changed job prior to the rate being installed. However if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to other jobs in the bargaining unit.

This clause shall apply pending installation of the SES system and job evaluation manual.

23.08 - The parties agree to develop job descriptions and classifications according to the job evaluation manual referred to in section 23.07, which shall be deemed to be incorporated into this agreement. The parties shall begin work on job descriptions and classifications by 1 June 1994; any adjustments shall be effective 31 May 1995.

ARTICLE 24 - SALARY PROTECTION

24.01 - In the case where an employee is currently red-circled (i.e.

receiving a salary above the discretionary range) his/her salary shall be increased by the amount by which the rate for his/her Job Group has been increased, and by regular COLA increases.

24.02 - OUT-OF-LINE DIFFERENTIALS

The Company shall furnish to the Union, on a confidential basis, a list of all incumbents who are red-circled or hold discretionary salary, or who are receiving an out-of-line differential as provided in the Job Evaluation Manual. Such list shall contain the following information

1. Name of employee
2. Job title
3. Job group
4. Salary
5. Amount of red-circle, discretionary salary, or out-of-line differential
6. Date such became effective
7. Applicable progression point in job group.

In respect to out-of-line differentials as provided for in the job evaluation manual, the following (articles 24.03 to 24.09) shall apply

24.03 - Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article 24.02 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential **was** established.

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

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

24.06 - If such employee referred to in Articles **24.04** and **24.05** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except a it may have been reduced or eliminated by other means.

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

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

24.09 - Except for the application of the out-of-line differentials a called for herein, the terms of this agreement governing transfers shall apply.

24.10 - It is a condition of this Article that any employee entitled salary protection must, in order to remain entitled:

- a) participate in any training program offered to the employee by the Company; and,
- b) be deemed to be an applicant for any higher pay grade job vacancy posted at a time when the employee is not participating in such a training program and, if determined to be the successful applicant, accept the promotion.

24.11 - 1. An equal number of representatives of the Union and the Company, i.e. two (2) for each party, will comprise the Joint Job Evaluation Committee.

2. Employees who are members of the Joint Job Evaluation Committee shall be paid at their regular rate in accordance with this agreement for the hours spent at meetings with the Company, or otherwise, when authorized by the Company.

3. The Company agrees to authorize the absence of two (2) employees from their regular working hours who are chosen by the Union to sit on the Job Evaluation Committee. The employees **so** chosen:

- a) Will accumulate all seniority to which they would normally have been entitled;
- b) Will return to their regular employment when their work within the Job Evaluation Committee is terminated.

24.12 - TECHNOLOGICAL CHANGE

The Company will meet with the Job Evaluation Committee of this unit the U.S.W.A., as required, to advise them of the general plans regarding technological change, **as** well as to discuss potential changes that are likely to adversely affect security of employment. Such meeting will be held at least ninety (90) days prior to the implementation of any such change.

If an employee affected by technological change has the basic skill ability he will be trained concerning the change affecting his job.

In the event of job class decrease the employee will be red circled as per article 24.

Notice of technological change shall be in writing and shall state:

- a) the nature of the technological change;
- b) the date upon which the employer proposes to effect the change;
- c) the approximate number and type of employees likely to be affected by the change;
- d) the effect the change is likely to have on the security of employment, rights, wages and/or working conditions of employees affected.

ARTICLE 25 - PREMIUMS

- 25.01 a) - A 2-shift premium (i.e. day and afternoon shifts) of \$365. per year shall be paid on the basis of \$7.02 per week.
- b) - A 3-shift premium (i.e. day, afternoon and night shifts) of \$625.00 per year shall be paid on the basis of \$12.02 per week.
- c) - A 4-shift premium (i.e. day, afternoon, night shifts, Sunday to Saturday) of \$1,015.00 per year shall be paid on the basis of \$19.52 per week.
- d) - If any other shift rotations are implemented, the parties shall negotiate the appropriate amount of premium.

25.02 - The shift premiums set out above are paid even if the overtime rate is applicable, but are not included in salary for the purpose of calculating overtime, benefits, or holiday pay.

ARTICLE 26 - INSURANCE PROGRAM AND PENSION PLAN

26.01 - The parties agree to maintain during the duration of this agreement the insurance program as outlined below for non-occupations: sickness and injury. Details of the Plan, which is governed by all the factors as indicated in the salaried employees Group Insurance and Pension Plan Booklet, revised 1 January 1992, will be provided to all members of the Plan.

- (a) Life Insurance: - Employee: one (1) time annual earnings; if employee has eligible dependents, two (2) times annual earnings.

Dependent: spouse -	\$7,500.00
child -	\$5,000.00
future retirees	\$3,500.00

Voluntary Optional Life Insurance: In addition to the Basic **Coverage**, the option of purchasing an additional amount of coverage equal to one or two times the annual earnings, rounded to the next higher multiple of \$1,000.

Post-Retirement Coverage: At retirement from the Company,

regardless of the age, any Optional Coverage will cease. However, \$3,500 of Basic Coverage will be provided at no cost to the employee for as long as lives.

Voluntary AD & D: Voluntary AD & D coverage may be purchased from \$10,000 to \$200,000 in multiples of \$10,000. The spouse may purchase insurance on the same basis however, he or she cannot be insured for an amount exceeding the employee's amount.

(b) Weekly Indemnity: One hundred per cent (100%) per week of regular earnings, payable under the Group Insurance Program for a maximum of six (6) weeks, commencing on the first day of a non-compensable accident, the first day of hospitalization, or the fourth day of an illness whichever is applicable; followed by sixty-six and two-thirds per cent (66 2/3%) per week of regular earnings payable under the Group Insurance Program commencing on the first day of the seventh week for the next twenty (20) weeks.

(c) Long-term disability: Sixty-six and two-thirds per cent (66 2/3%) of regular monthly income at the time your disability began, up to a maximum of \$5,000.00 per month. This income commences when you are off work more than 26 consecutive weeks

To be considered "totally disabled" during the first two years of benefit payments, you must be wholly and continuously disabled and as a result of a non-occupational sickness or injury, unable to perform the duties of your own occupation.

After receiving L.T.D. benefits for two years, you are considered totally disabled if you are wholly and continuously disabled and as a result unable to perform the duties of any occupation at the Company or elsewhere, for which you are qualified by education, training or experience,

(d) Prescribed **drugs**: All prescription drugs prescribed by a doctor will be reimbursed at 80 per cent (80%) without a deductible on presentation of a personal pay direct drug card.

(e) Dental:
(i) Basic program as provided by the Insurer; no deductible; 80/20 co-insurance; \$2,500.00 maximum per person per calendar year; based on the schedule of fees, updated yearly, enforce it: the employee's Province of residence when the treatment is rendered.

(ii) Prosthetic Services: 60/40 co-insurance; \$1,000 maximum per person per calendar year; integrated with the \$2,500.00 maximum per person per calendar year under the Basic dental plan. Reimbursement of eligible expenses for the duration of

the agreement shall be based on the schedule of fees, updated yearly, in effect in the employee's Province of residence.

(iii) Orthodontist: for child only: 60/40 Co-insurance; life-time maximum of \$2,000.00.

- (f) Semi-private Hospital Room: One hundred per cent (100%) reimbursement.
- (g) **Osteopaths/Naturopaths/Chiropractors/Acupuncturists: \$35.00** per visit, maximum of \$1,000.00 per person per calendar year; in addition, one (1) X-ray per year at a maximum of \$45.00. Payable on an 80/20 co-insurance basis.
- (h) Prescription lenses/contact lenses, including eye examination for the employee and eligible dependents, 80/20 co-insurance, up to a maximum of \$150 once every two (2) years.

26.02 - The cost of the premiums for the Group Insurance Program referred to above shall be borne as per the existing method of cost sharing between the employee and the Company.

26.03 - In the event that during the term of this agreement the Federal and/or Provincial governments introduce Health and/or Welfare Insurance to which the employees of the Company are required to contribute, through taxation or otherwise, it is agreed that the benefits contained in the Group Insurance Program of this agreement shall be Coordinated with any benefits that may be available under such Federal and/or Provincial plan. If as a result of this the costs of the benefits outlined in the Group Insurance Program decrease, the parties shall agree to amend the plan to provide additional health and/or welfare benefits to the extent available from the savings gained from the introduction of the coordinated plan. In the event that the costs of the coordinated plan are greater than the costs of the benefits outlined in the Group Insurance Program the parties agree to pay the additional costs on the same basis as indicated in article 26.02.

26.04 - PENSION PLAN

Effective 1 December 1993 employees covered by this collective agreement shall be enrolled in a non-contributory pension plan, providing the same benefit **levels** (excluding the Capital Accumulation Section) and the same terms and conditions as the previous staff pension plan (i.e. that is in effect November 30, 1993.)

26.05 - Prescribed drug coverage will be available for future retiree and their eligible spouse from the date of **early** retirement until each one respectively attains the age of 65. Coverage then terminates.

Article 27 - DISTRICT 6 SAVINGS PLAN

27.01 - The Company agrees to make a weekly payroll deduction for the

District 6 Savings Plan, as per an employee's request.

27.02 - The amount of payroll deduction will be made from the employee's paycheque, and may be changed every six months (January 1 and July 1). Employees may cancel the deductions at any time, but may only re-enroll every 6 months (i.e. January 1 or July 1).

27.03 - The amounts deducted from the employee's paycheques as per Article 27.01 (savings plan) will be remitted to the District Six Savings Plan on the 15th day of the following month.

Each remittance shall include a list of names of employees on whose behalf remittances are being made, their S.I.N.'s and the amount which the employee is voluntarily contributing.

27.04 - The information referred to in Article 27.03 will be made available to the Union upon request,

27.05 - The cheques will be made out to the order of "Finsco Investment Management Corporation" and mailed to the Investment Centre, 131 Wharncliffe Road South, London, Ont., N6J 2K4.

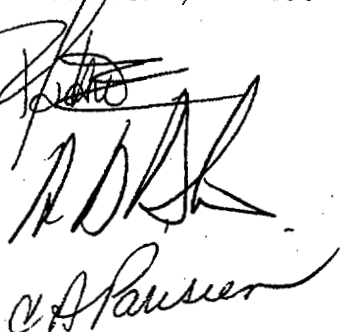
Article 28 - DURATION OF THE AGREEMENT

28.01 - This agreement shall become effective on the 8th day of February 1993 and shall remain in full force and effect up to and including 31 October 1996, and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the expiry date of the anniversary thereof.

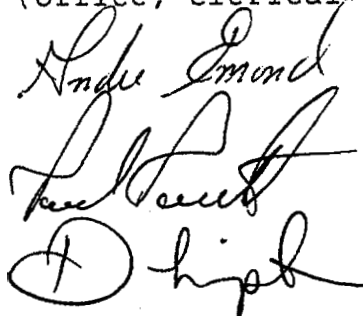
IN WITNESS WHEREOF the parties have signed this collective agreement by their duly authorized representatives on the 2nd day of June, 1994.

IVACO ROLLING MILLS
DIVISION / IVACO INC.

UNITED STEELWORKERS OF AMERICA
On behalf of its Local 7940
(Office, Clerical and Technical)



Handwritten signatures for IVACO Rolling Mills, including a signature that appears to be "A. D. Sh..." and another that appears to be "A. S. ...".



Handwritten signatures for United Steelworkers of America, including a signature that appears to be "Andre Emond" and another that appears to be "D. ...".



ROD MILL
FAX: 613-675-2714

P.O. BOX 322, L'ORIGINAL, ONTARIO, CANADA K0B 1K0
(613) 675-4671

MELT SHOP
FAX: 613-675-2143

2 June 1994

Mr. David Lipton
Representative
United Steelworkers of America
L'Original, Ontario

Dear Mr. Lipton:

Re: SES System
Ivaco Rolling Mills Clerical/Technical Union

In classifying jobs through the SES system the Joint Job Evaluation Committee will use the degree levels for each factor as per the attached SES system.

Upon mutual agreement the parties may use the degree levels as provided in the Version 2 of the SES system.

For the Union

For the Company

JOB EVALUATION MANUAL

PREAMBLE

The contents herein are titled "SES Manual" for Ivaco Rolling Mills and United Steelworkers of America on behalf of its Local Union # 7940 (Office, Clerical and Technical) for Job Descriptions, Classifications and Wage Administration, herein after called "the Manual".

The Manual is a supplement to the Collective Bargaining Agreement currently in effect between Ivaco Rolling Mills hereinafter called "the Company" and the United Steelworkers of America on behalf of its Local Union # 7940 (Office Clerical and Technical), hereinafter called " the Union".

ARTICLE 1 - PURPOSE

1.01 This manual is designed to assist companies and bargaining units to:

- A) Establish and maintain an equitable gender-neutral wage structure.
- b) Establish and maintain detailed job descriptions and classifications
- c) Establish a procedure to maintain a gender-neutral compensation system that reflects changes in job requirements and working conditions.

ARTICLE 11 - DEFINITIONS

2.01 Definitions of terms used in this manual are as follows:

- a) "Basic Agreement" - Collective Bargaining Agreement between the Company and Union relating to wages and other terms and Conditions of employment
- b) "Employee" or Employees" - all employees in Local Union # 7940 (Office, Clerical and Technical) that the union is the bargaining agent for **as** provided in the Basic Agreement.
- c) "Job" - an assignment of a number of duties to an employee. More than one employee may have the same job.
- d) "Job Content" - the requirements of a job as to skill, effort, responsibilities and

working conditions.

- e) "Job Description" - the official record of a job noting: Purpose of the Job, Qualifications for the Job, Materials Equipment and/or Product used as well as Specific Duties and Responsibilities.
- f) "Classification Record" - the Job Content Analysis and evaluation of job requirements considering skill, effort, responsibilities and working conditions using a sub-set system of thirteen (13) factors.

SKILL:

SK1: Previous Training and/or Education (locked)
SK2: On-the-job Experience and Training (locked)
SK3: Interaction with others (locked)
SK5: Decision Making (locked/optional)

RESPONSIBILITIES:

RE1: Responsibility for Information (locked)
RE2: Responsibility for Materials, Equipment and/or Product (locked)
RE4: Financial Responsibilities (Locked/optional)
RE5: Manage or Direct Others (locked/optional)

EFFORT:

EF1: Movement and Concentration (locked)
EF2: Lifting, Carrying or Repetitive Motion (locked)

WORKING CONDITIONS:

WO1: Temperature, Noise and other Environmental Conditions (locked)
WO2: Hazards (locked)
WO4: Work Interruptions and Distractions (locked/optional)

- g) "Trade Job" - Due to the nature of work performed in construction, production, rehabilitation of facilities, and in repair and maintenance, the job content requirements of trade jobs vary from time to time. The description of a trade job reflects the scope of duties a fully qualified tradesperson may be called upon to perform. The classification

is therefore required to reflect the job content requirements of a fully qualified tradesperson and applies to any of the following jobs:

(insert list of "trades")

- h) "Group Leader" - a job that has combined responsibility for directing a group of employees as well as performing some of the same work as the group

"Direction" generally includes:

- 1) Planning work to be performed by group.
- 2) Determining on-the-job working procedures
- 3) Arranging for necessary supplies, tools or equipment.
- 4) Assigning or instructing members of the group; and
- 5) Inspecting, co-ordinating and recording work performed by group.

"Direction" does not include:

- 1) Hiring, promoting, demoting, suspending or discharging members of the group.
- 2) Representing the Company in employee grievances
- 3) Determining schedules or hours, days or weeks of when members of the group shall work; and
- 4) Performing other general supervisory or management functions.

- i) "Trainee Job" - a job established to provide training to eligible employees as set forth in the Basic Agreement. Trainee jobs are not independently described and classified.

- j) "Apprentice Job" - a job established for an apprentice in a work assignment to a given trade to qualify as a tradesperson in that trade. Apprentice jobs are not independently described and classified. A training period schedule and classification guide is set out in this manual.

(insert apprenticeship training schedule)

- k) "Instructor Job" - a job established with the primary function to train learners, apprentices, or other employees.

- 1) "Standard Wage Scale" - a scale of rates established for job classes. Once jobs are described and classified, they are assigned a job grade within the standard wage scale.
- m) "Out-of-line Differential" - prior to the application of SES, the amount an employee's pay exceeds the amount set out in the standard wage scale.

ARTICLE III - JOB DESCRIPTIONS AND CLASSIFICATION

Job descriptions are used to record current requirements and to provide a base from which to judge changes in requirements or conditions.

Job descriptions note:

- (a) Job Title
- (b) Location of job
- (c) Date of Description
- (d) Purpose of the Job
- (e) Qualifications for the Job
- (f) Materials, Equipment and/or Product used
- (g) Specific Duties and Responsibilities

3.02 DESCRIPTIONS

- (a) The Company shall prepare a proposed job description and provided for in the "S.E.S." software and in accordance with the requirements of this manual.
- (b) An equal number of representatives of the union and the company, i.e. two (2) for each party, will comprise the Joint SES Evaluation Committee. The committee shall review proposed job descriptions and attempt to reach agreement. The union job evaluation committee shall have reasonable opportunity to conduct on-the-job Reviews of Job Descriptions with workers involved in the jobs. The Company and the Union committee members shall each retain a copy of the agreed to job descriptions.

3.03 CLASSIFICATIONS

Following agreement on job descriptions:

- a) The Company shall prepare a proposed job classification as provided for in the "S.E.S." software and in accordance with the requirements of this manual.

- b) The Joint SES Evaluation Committee members shall review the job classifications and attempt to reach agreement. The Company and Union Committee members shall each retain a copy of the agreed to classifications.
- c) Jobs are to be placed at the appropriate level in each factor considering the requirements of each job.

3.04 GENERAL

- a) If the Joint SES Job Evaluation Committee members fail to reach agreement on a job description or classification, the matter will be referred to two referees, one (1) appointed by the Company and one (1) appointed the the Union. The following shall apply.
 - i) The two referees shall meet within thirty (30) days of the date the matter was referred to them and they shall attempt to finalize the description and/or classification. Agreement between the two referees shall be final and binding.
 - ii) If after following all the steps outlined in this article, the Company and Union cannot reach agreement, the Union shall within thirty (30) days of the referees' report, notify the company of its intention to submit the matter to an arbitrator under the appropriate provision of the grievance procedure provided for in the current Collective Bargaining Agreement.
- b) Agreement on descriptions and classifications shall be indicated by signatures of designated representatives of the Company and Union

ARTICLE IV - APPLICATION

- 4.01 The following shall apply in the application of job descriptions and classifications:
 - a) The 'job' is under consideration, not the individuals in the job.
 - b) Jobs shall be classified without regard to existing job rates.
- 4.02 Job descriptions and classifications of jobs,

determined in accordance with the foregoing Articles, apply to assign each job to its appropriate Job grade within the standard wage scale. The Collective Bargaining Agreement currently in effect establishes the standard wage scale and governs the application of rates to employees.

4.03 The standard wage scale of rates begins with Job Grade 1. The scale then progresses upward from Job Grade to Job Grade,

4.04 Application of wage rates shall not result in a reduction of wages for any employee who is currently receiving more pay than what is provided for in the Standard wage Scale; "out-of-line differentials" will be established for such employees in conformity with the applicable provisions of the Collective Bargaining Agreement. In addition to other means that may be provided for in the Collective Bargaining Agreement, increases in the increment between job Grades shall be used to reduce or eliminate out-of-line differentials

ARTICLE V - MAINTENANCE

5.01 Agreed-to job descriptions and classifications currently in effect and any that may subsequently be **agreed** to, shall stay in **effect** unless:

- a) Job content is changed by the Company to the extent of one full job grade, or more;
- b) The job is terminated; or
- c) The job description or classification is changed by mutual agreement of the Company and Union,

5.02 Whenever the Company establishes a new job or changes the content of an existing job to the extent of one full job grade or more, upwards or downwards, a new **job** description and classification for the new or changed job shall be prepared **as** follows:

- a) The Company will develop a job description and classification of the **job** in accordance with the provisions of Article III.
- b) The **job** description and classification will be proposed to the Union for approval in accordance with the provisions of Article III.

- c) The job will be assigned to a Job Grade and the rate as set out in the Standard Wage Scale shall be effective as of the date the new job was established or on the date the content for an existing job was changed.

5.03 If the Company and Union cannot agree on the job description and/or classification, the following shall **apply:**

- a) The Company shall complete a description and Classification and assign the job a Job Grade. The wage rate shall be effective as set forth in Section 5.02 (c).
- b) The Union may, within thirty (30) days thereafter, proceed to referees and arbitration as outlined in Article III of this Manual.

5.04 If the Union alleges that the Company has established a new job or changed the requirements of an existing job to the extent of one full job grade or more and has failed to submit a job description or classification, it shall notify the Company within thirty (30) days of such action in writing of such allegations. The Joint SES Job Evaluation Committee shall meet within thirty (30) days of receipt of such notice to discuss the matter. Following this meeting, the Company shall have fifteen (15) days to respond, in writing, to the Union's allegations. If the Union is unsatisfied with the response, it may refer the matter to referees as outlined in Article III. Any change in Job Class resulting from such an allegation shall become effective in accordance with Article 5.02, provided that retroactivity shall not apply for more than **six** (6) months prior to the date the Union notifies the Company of its allegations.

5.05 When the Company changes the job requirements by less than one full Job Grade, an amendment notice shall be prepared. This amendment, as provided for in the "S.E.S." software, assists the Company and the Union to ensure that all job descriptions and classifications are up-to-date. An amendment notice shall be prepared as follows:

- a) The Company shall prepare an amendment notice and submit it to the Union for approval in accordance with Article III.
- b) When, and if, job content changes of less than a full Job Grade accumulate to a total of one Job Grade or more, the job shall be

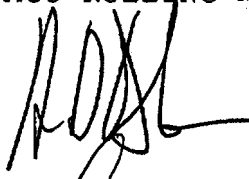


redescribed and reclassified in accordance with Article III. The new job rate will take effect as of the date of the most recent change in job content.

- c) If the change results in a lower classification, any incumbents of such jobs shall receive an "out-of-line differential" equal to the difference between the rate for the job before the change and the rate thereafter. In addition to other means that **may be provided** for in the Collective Bargaining Agreement, increases in the increment between any Job Grades shall be used to reduce or eliminate out-of-line differentials.

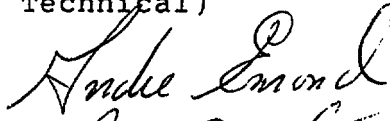


5.06 When the Company terminates a job, an amendment notice shall be prepared noting cancellation of the **job** description and classification. The Union will be notified of such.

Signed on the 2 day June of 1994.

IVACO ROLLING MILLS



C. P. R. S. S. I. N.


UNITED STEELWORKERS OF AMERICA
on behalf of its Local 7940
(Office, Clerical and
Technical)

IVACO

IVACO INC., PLACE MERCANTILE, 770, RUE SHERBROOKE OUEST
MONTREAL (QUEBEC) CANADA H3A 1G1 TEL. (514) 288-4545

STEELWORKER EVALUATION SYSTEM

(VERSION I)

(SES)

United Steelworkers of America

1989

INTRODUCTION

SES is a gender-neutral **job** evaluation system consisting of thirteen factors weighted as follows:

Previous Training and/or Education	13%	
On-the-job Experience and Training	12%	SKILL
Interaction with Others	10%	<u>45%</u>
Movement Skills OR	10%	
Decision Making (1 of 2)		
Responsibility for Information	7.5%	
Responsibility for Materials, Equipment and/or Product	7.5%	RESPONSIBILITY
Responsibility for the Safety of Others OR	7.5%	<u>30%</u>
Financial Responsibility OR	7.5%	
Manage or Direct Others (2 of 3 - 7.5% each)		
Movement and Concentration	5%	EFFORT
Lifting, Carrying and Repetitive Motion	5%	<u>10%</u>
Temperature, Noise and Other Environmental Conditions	5%	WORKING
Hazards	5%	CONDITIONS
Nature of Job Monitoring OR	5%	<u>15%</u>
Work Interruptions and Distractions OR		
Social Disruption Required by Work Scheduling (1 of 3)		

For all the factors, it is important to consider what the job requires, not the qualifications of the person or persons in the job. **Any** person currently in the **job** should be assumed to meet the requirements.

FACTOR SK 1: PREVIOUS TRAINING AND/OR EDUCATION

[LOCKED FACTOR]

Consider the level of education, training and/or self-study required in the job.

<u>DEGREE</u>	<u>DESCRIPTION,</u>	<u>POINTS</u>
A	GRADE 8 OR LESS OR EQUIVALENT EXPERIENCE/TRAINING Basic communication skills (e.g., reading and writing) including the ability to carry out simple verbal or written instructions	10
B	GRADE 9 OR 10 OR EQUIVALENT EXPERIENCE/TRAINING	15
C	COMPLETED HIGH SCHOOL OR EQUIVALENT EXPERIENCE/TRAINING More advanced reading and writing skills, including the ability to follow more advanced written instructions and/or training in skills such as typing, driving	20
D	COMPLETED TWO YEARS POST-SECONDARY OR FORMAL APPRENTICESHIP OR EQUIVALENT EXPERIENCE/TRAINING Advanced training in specialized skill requiring some knowledge	30
E	COMPLETED THREE-YEAR COLLEGE PROGRAM OR EQUIVALENT EXPERIENCE/TRAINING Extensive training in specialized skill requiring considerable knowledge	35
F	COMPLETED UNIVERSITY DEGREE	40
G	ADDITIONAL UNIVERSITY DEGREE	45
H	POST-GRADUATE SPECIALIZATION	50

FACTOR SK 2: ON-THE-JOB EXPERIENCE AND TRAINING

[LOCKED FACTOR]

Consider the combination of training and experience for an average individual to reach a normal and acceptable level of production or performance.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	MINIMAL TRAINING OR UP TO AND INCLUDING TWO MONTHS EXPERIENCE Brief orientation and limited job experience	10'
B	SOME TRAINING OR THREE TO SIX MONTHS EXPERIENCE Includes formal introduction to machine or process	20
C	INITIAL/ON-GOING TRAINING AND/OR SEVEN TO TWELVE MONTHS EXPERIENCE Substantial introduction and/or on-going training	30
D	INITIAL/ON-GOING TRAINING AND/OR ONE TO ONE-AND-A-HALF YEARS EXPERIENCE Substantial introduction and on-going training	35
E	INITIAL/ON-GOING TRAINING AND/OR ONE-AND-A-HALF TO TWO YEARS EXPERIENCE	40
F	TWO TO TWO-AND-A-HALF YEARS EXPERIENCE	45
G	MORE THAN TWO-AND-A-HALF YEARS EXPERIENCE	50

FACTOR SK 3: INTERACTION WITH OTHERS

[LOCKED FACTOR]

Consider the requirement to deal with other people effectively. This includes co-ordinating work with others and/or the ability to work **as a member of** a team. Such co-ordination may include discussions or negotiations about the work process within or outside **the** organization.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	RARELY HAS CONTACT WITH ANY OTHERS Works alone with little contact with others	10
B	LIMITED NUMBER OF REGULAR CONTACTS Contacts are predictable and involve only a very limited degree of co-ordination, negotiation or discussion with others	20
C	LARGE NUMBER OF REGULAR CONTACTS Contacts are largely predictable and involve only a very limited degree of co-ordination, negotiation or discussion with others	30
D	LARGE NUMBER OF VARIED CONTACTS Deals with many different people in a context requiring co-ordination, discussion and negotiation	40
E	LARGE NUMBER OF VARIED CONTACTS, SOME DIFFICULT Many contacts, some of which may be unpredictable or difficult and/or require a high level of co-ordination, discussion or negotiation	50

F

[OPTIONAL FACTOR]

Consider the requirement for movement skills including the use of hands and/o the positioning of the body and eye/hand co-ordination.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	SIMPLE BODY MOVEMENT SKILLS Walking, moving around, carrying objects	10
B	SIMPLE HAND MOVEMENT SKILLS Involves the use of simple tools	20
C	COMPLICATED HAND SKILLS Use of tools and/or equipment requiring complicated use of hands, e.g., use of a full keyboard or the operation of a fork-lift in tight positions	30
D	SOME CO-ORDINATION OF HAND AND BODY MOVEMENT SKILLS Involves co-ordination of body movements and hand skills	35
E	SIGNIFICANT CO-ORDINATION OF HAND AND BODY MOVEMENT SKILLS Precise use of hands and hand-eye co-ordination	45
F	EXTREMELY FINE HAND SKILLS Work requires extreme dexterity, precise muscular control and highly specialized co-ordination skills	50

FACTOR SK 5: DECISION MAKING

[OPTIONAL FACTOR]

Consider **the** kind of decision making required **by** the position.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	FEW, SIMPLE DECISIONS Simple decisions ordinarily and directly related to the job	10
B	DECISIONS ROUTINE Routine decisions related to job and following expected pattern	20
C	DECISIONS ABOUT OCCASIONAL UNEXPECTED EVENTS Routine decisions and occasional decisions in response to unexpected events	25
D	DECISIONS ABOUT FREQUENT UNEXPECTED EVENTS Routine decisions and in response to frequent unexpected events with limited access to superiors	35
E	MANY COMPLEX DECISIONS This score would reflect a highly complex job with a continuous requirement for rapid and flexible decision making	50

[LOCKED FACTOR]

Consider the responsibility for collecting and passing on information to higher levels of authority and the significance of that information. Information that everyone is expected to gather and pass on - for instance, a breakdown of machinery or location of a fire should not be considered.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	LITTLE RESPONSIBILITY FOR INFORMATION Limited amount of information of minimal importance	10
B	SOME RESPONSIBILITY FOR INFORMATION Limited amount of information of importance to immediate section	20
C	SIGNIFICANT RESPONSIBILITY FOR INFORMATION Much information of importance beyond immediate section	30
D	SIGNIFICANT RESPONSIBILITY FOR INFORMATION, SOME CONFIDENTIAL Much information or importance to entire organization, some confidential	40
E	SIGNIFICANT RESPONSIBILITY FOR INFORMATION, MUCH CONFIDENTIAL Much information of importance to entire organization, much highly confidential	50

FACTOR RE 2: RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT

[LOCKED FACTOR]

To measure the responsibility for materials, equipment and/or product consider the cost if an error is made. Think of errors which occur or have occurred in the past or are likely to occur. In determining the cost, assume that the error will be discovered at the next appropriate step in the work process. The cost would include direct costs of the error (loss of product or materials, cost of replacement).

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	LITTLE RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT Cost of errors is not significant	10
B	LIMITED RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT Cost of errors is significant to immediate section	20
C	SOME RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT Cost of errors is significant to organization	30
D	MUCH RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT Cost of errors could affect effectiveness of organization, e.g., temporary organization shut-down	40
E	GREAT RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND/OR PRODUCT Cost of error is massive, e.g., permanent organization shut-down	50

FACTOR 3: RESPONSIBILITY FOR THE SAFETY OF OTHERS

[OPTIONAL FACTOR]

Consider the degree of care required by the job to prevent injury or harm to co-workers, customers and/or the public.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	LITTLE CARE REQUIRED TO PREVENT INJURY OR HARM TO OTHERS	10
B	SOME CARE REQUIRED TO PREVENT INJURY OR HARM TO OTHERS	20
C	SIGNIFICANT CARE REQUIRED TO PREVENT INJURY OR HARM TO OTHERS	30
D	MUCH CARE REQUIRED TO PREVENT INJURY OR HARM TO OTHERS	40
E	EXTREME CARE REQUIRED TO PREVENT INJURY OR HARM TO OTHERS	50

FACTOR RE 4: FINANCIAL RESPONSIBILITY

[OPTIONAL FACTOR]

Consider the requirement to deal with **money**: either handling it or in terms of responsibility for budgets or decision making about spending.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	FEW FINANCIAL RESPONSIBILITIES Little handling of money and no decisions about budgets and/or spending	10
B	LIMITED INVOLVEMENT IN FINANCES Limited handling of small amounts such as small petty cash funds and no independent decisions about budgets and/or spending	15
C	HANDLES LARGE AMOUNTS OF CASH Handling of large amounts of cash on a regular basis and some responsibility for reporting	20
D	MAINTAINS SMALL DEPARTMENT BUDGET Minor independent decisions about expenditures and some independent decisions about budgets and/or spending	30
E	SIGNIFICANT FINANCIAL RESPONSIBILITY Extensive participation in budget setting for a department or section, independent decisions about spending limited by rules and reporting required by the organization	40
F	EXTENSIVE FINANCIAL RESPONSIBILITIES Extensive participation in budgeting decisions, highly independent decisions about spending	50

FACTOR RE 5: MANAGE OR DIRECT OTHERS

[OPTIONAL FACTOR]

Consider the amount of management or direction of others required by the job.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	MINIMAL RESPONSIBILITY FOR OTHERS Job may entail occasional directing of others by minimal direct responsibility	10
B	HANAGES OR DIRECTS SMALL GROUP IN LIMITED AREA Job entails responsibility for the management or direction of a small group in defined area.	20
C	HANAGES OR DIRECTS SMALL GROUP IN WIDE RANGE OF ACTIVITIES Job entails responsibility for the management or direction of a small department or a small number of lower level managers	30
D	HANAGES OR DIRECTS MEDIUM-SIZED GROUP WITH WIDE RANGE OF ACTIVITIES Job entails responsibility for managing or directing a department or section and a number of lower level managers	40
E	HANAGES OR DIRECTS LARGE GROUP WITH WIDE RANGE OF ACTIVITIES Job entails responsibility for managing or directing a large section with a significant number of lower level managers	45
F	HANAGES OR DIRECTS LARGE GROUP WITH COMPLEX ACTIVITIES Job entails the management or direction of a large section or division with complex operations and many lower level managers	50

FACTOR EF 1: MOVEMENT AND CON

[LOCKED FACTOR]

Consider how much the job limits the person from moving about (mobility) and the amount and duration of concentration required.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	MUCH MOBILITY, LITTLE CONCENTRATION Great deal of freedom of movement with little attachment to a workstation and low levels of concentration	10
B	SOME PERIODS OF RESTRICTED MOVEMENT AND CONCENTRATION Occasional periods of attachment to a workstation and concentration	20
C	PERIODS OF RESTRICTED MOVEMENT AND CONCENTRATION Frequent periods of attachment to the workstation and concentration	30
D	LONG PERIODS OF RESTRICTED MOVEMENT AND CONCENTRATION Long periods of attachment to the workstation and concentration	40
E	PROLONGED RESTRICTED MOVEMENT AND CONCENTRATION Permanent attachment to workstation except for scheduled breaks and continuous concentration	50

FACTOR EF 2: LIFTING, CARRYING AND REPETITIVE MOTION

[LOCKED FACTOR]

Consider the requirement to lift and carry things and/or the extent of repetitive motion required by the job.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	LITTLE LIFTING, CARRYING OR REPETITIVE MOTION Minimal lifting or carrying or repetitive motion	10
B	SOME LIFTING, CARRYING OR REPETITIVE MOTION Occasional lifting/carrying or occasional period of repetitive motion	20
C	REGULAR LIFTING, CARRYING OR REPETITIVE MOTION Regular lifting/carrying or repetitive motion for up to half of the working day	30
D	HEAVY LIFTING, CARRYING OR MUCH REPETITIVE MOTION Frequent heavy lifting/carrying or repetitive motion for more than half a regular work day	40
E	CONTINUOUS HEAVY LIFTING AND CARRYING OR CONTINUOUS REPETITIVE MOTION Continuous heavy lifting/carrying or repetitive motion for an entire regular work day except for scheduled breaks	50

FACTOR NO 1: TEMPERATURE, NOISE AND OTHER ENVIRONMENTAL CONDITIONS

[LOCKED FACTOR]

Consider the conditions under which the work is performed and the average exposure to disagreeable elements such as changes or extremes of temperature, fumes, dirt or filth, loud noise and poor lighting or glare.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	WORK ENVIRONMENT IS CONTROLLED AND COMFORTABLE Work environment is clean and varies little from a normal comfort level: heated in winter, air-conditioned in summer, no exposure to outside conditions with little significant background or machinery noises	10
B	EXPOSURE TO SOME DISAGREEABLE ELEMENTS FOR PART OF THE WORK DAY	20
C	EXPOSURE TO SOME DISAGREEABLE ELEMENTS OR ONE VERY DISAGREEABLE ELEMENT FOR MUCH OF THE DAY	30
D	EXPOSURE TO SOME DISAGREEABLE ELEMENTS OR ONE VERY DISAGREEABLE ELEMENT FOR MOST OF THE DAY	40
E	EXPOSURE TO SOME DISAGREEABLE ELEMENTS OR ONE VERY DISAGREEABLE ELEMENT FOR ENTIRE WORK DAY Except for scheduled breaks	50

FACTOR NO 2: HAZARDS

[LOCKED FACTOR]

Consider the extent **to** which job requires exposure to short- or long-term health and accident risks.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	LITTLE HAZARD Minimal exposure to health or accident risk	10
B	SOME HAZARD Some health or accident risk where possible effect on health is limited	20
C	MODERATE HAZARD; SERIOUS INJURY SOMEWHAT POSSIBLE Includes exposure to health risks associated with constant repetitive motion or accident risk - may result in temporary disability	30
D	SEVERE HAZARD; SERIOUS INJURY VERY POSSIBLE Includes exposure to serious health risks including diseases related to environmental conditions, hazards related to physical conditions or moving machinery - may result in long-term disability	40
E	CHANCE OF LIFE-THREATENING ACCIDENT OR HEALTH RISKS	50

FACTOR NO 3: NATURE OF JOB MONITORING

[OPTIONAL FACTOR]

Consider whether a job is closely monitored (supervised) or not and the kind of monitoring - machine or human or as a result of the movement of an assembly line.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	LITTLE MONITORING Worker left alone to direct own work	10
B	REGULAR MONITORING Worker subjected to regular monitoring by person	20
C	INTENSIVE HUMAN MONITORING Worker subjected to constant, close supervision by person(s)	30
D	MACHINE MONITORING/PACING Work pace and performance is monitored electronically (by computer or video camera) or by the movement of an assembly line	40
E	MACHINE AND INTENSIVE HUMAN SUPERVISION Work pace and performance is monitored electronically or by the movement of an assembly line and worker subjected to constant, close human supervision	50

FACTOR WO 4: WORK INTERRUPTIONS AND DISTRACTIONS

[OPTIONAL FACTOR]

Consider the number and kind of interruptions to the work process and distractions in the work area.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINTS</u>
A	NO INTERRUPTIONS, NO DISTRACTIONS IN WORK AREA Work is not interrupted, private work area	10
B	FEW ROUTINE INTERRUPTIONS, FEW DISTRACTIONS Work is occasionally interrupted by predictable contacts, little activity in work area.	15
C	SOME ROUTINE INTERRUPTIONS, SOME DISTRACTIONS Work is interrupted by predictable contacts, some distractions in work area	25
D	MANY INTERRUPTIONS, MUCH DISTRACTING ACTIVITY IN WORK AREA Work process is frequently interrupted, busy open work area	40
E	CONSTANT INTERRUPTIONS, CONSTANT DISTRACTING ACTIVITY IN WORK AREA Constant interruptions of the work process with highly distracting activities in the immediate vicinity	50

FACTOR NO 5: SOCIAL DISRUPTION REQUIRED BY WORK SCHEDULING

[OPTIONAL FACTOR]

Consider the amount of social disruption as a result of irregularities in the work schedule.

<u>DEGREE</u>	<u>DESCRIPTION</u>	<u>POINT</u>
A	REGULAR DAYTIME SCHEDULE No social disruption	10
B	REGULAR AFTERNOON OR EVENING OR SOME WEEKENDS SCHEDULE Little social disruption	20
C	REGULAR LONG (12-HOUR) OR NIGHT SHIFTS Some social disruption	25
D	TWO SHIFT ROTATION Days/afternoons regular shift rotation some social disruption	35
E	THREE SHIFT ROTATION Days/afternoons/evenings/split shifts considerable social disruption	40
F	IRREGULAR WORK PERIODS, MUCH SOCIAL DISRUPTION On call, working weekends and travel	50

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For the Company

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For the Union

A Joint Training Committee will be established comprising of three (3) members of the Union to be appointed by the Union and three (3) members representing management to be appointed by the Company. The Joint Committee will make recommendations on training to the Company.

Dear Mr. Lipton:

Mr: David Lipton
Representative
United Steelworkers of America
L'Orignal, Ontario

2 June 1994

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2 June 1994

Mr. David Lipton
Representative
United Steelworkers of America
L'Original, Ontario

Dear Mr. Lipton:

Further to our discussions, the Company agrees to incorporate the early retirement clause, after thirty (30) years of service, on a permanent basis commencing 31 October 1996.

Before so doing, the Company and the Union will meet to analyze the financial position of the Company and the following pension plan:

Ivaco Rolling Mills:
Office, Clerical and Technical Employees

with the objective of determining if the change is economically feasible.

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For the Union

Lucie Proulx
Robert
D. Lipton

For the Company

ADP
[Signature]
AD Proulx