

COLLECTIVE AGREEMENT

between

ALGOMA TUBES INC.

(hereinafter referred to as the "Company")

and

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

ON BEHALF OF ITSELF AND ITS LOCAL 9548

(hereinafter referred to as the "Union")

June 1, 2020

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- PART I -

OBJECTIVES

The parties recognize that it is a fundamental aim of this Agreement to establish guidelines for working conditions in order to achieve the highest level of productivity, quality, and efficiency while at the same time achieving the greatest welfare of the employees.

The parties agree that within an increasingly competitive marketplace it is essential to adopt mechanisms which allow immediate adaptability to change, continuous improvement processes, new work and production techniques that result in worker's functional adaptability and multiskilling so as to achieve both maximum levels of productivity and the personal and professional development of employees.

The parties acknowledge that the employees' welfare will be achieved through the growth and success of the Company within a framework of positive labour relations achieved through avoidance of conflict.

The parties recognize the need to establish an autonomous, specific and conventional regulatory framework to apply to both labour relations and working conditions.

In order to achieve these objectives both parties recognize the need to:

- Train workers in safety practices;
- Maintain a safe workplace;
- Foster dialogue and negotiation as the basis for resolving conflicts;
- Highlight the need to reach agreement through consensus rather than confrontation;
- Achieve functional adaptability, multi-functionality, and effective team work for employees;
- Maintain a profitable business operation;
- Strive to maintain and improve safety, quality, efficiency and productivity;
- Preserve the continuity of operations, both within shifts and in the course of shift changes, in such a way that individual tasks and the production process itself are not interrupted.
- Comply with both rules established by the Company and current labour legislation.

PROBLEM SOLVING AND COST SAVINGS

The Company intends to design a participation program in order to generate ideas which will lead to a reduction in both waste and operating costs, better utilization of equipment, and increased product quality.

The focus of such program will be on:

- (a) material and equipment usage; and
- (b) production problems and efficiencies.

The program will:

- Aim at listening to the concerns and problems of employees related to the above matters;
- Provide a mechanism which allows employees to express their opinions to help solve problems;
- Provide opportunities for involvement of all employees wishing to participate; and
- Ensure that all ideas submitted are seriously considered.

The program will include a clear set of criteria, which will be used to prioritize input and determine which ideas are to be implemented.

TRAINING

The parties recognize the importance of maintaining programs aimed at developing the capabilities and skills of personnel. The Company will promote such training within the general framework of the labour categories described in Article 12 of this Agreement and in order to satisfy the seniority requirements of Article 17, and, where applicable, will provide for the development and administration of apprenticeship programmes. The general framework of the labour categories envisages training standards consistent with the global business needs and standards of the Company.

SELF DIRECTED WORK GROUPS

Self Directed Work Groups are defined as groups of employees who:

- Work together on a day-to-day basis;
- Are jointly responsible for completion of various tasks or operations;
- Operate under significantly less supervision;
- Work together with a view to attaining shared objectives;
- Are committed to their work;

- Are creative in taking advantage of all available resources;
- Are committed to continuous training in the workers own work and the work of the other members of the team;
- Support both the Company and the other members of the team;
- Strive for improvements in efficiency and work quality;
- Are multi-skilled so that workers and teams can be assigned to different functions and tasks to attain greater productivity;
- Are available when called in emergencies or other circumstances for unforeseen needs;
- Are dedicated to developing a system of continuous improvement.

PRODUCTION SYSTEM

The Company's production system is special and different from others in that it adopts a production-centred philosophy built on a foundation of strong and effective Health, Safety and Environmental programs. It is based on respect and dignity towards and among team members. It makes effective use of time and the development of information systems which keep employees informed on the production process.

The system of continuous improvement seeks to eliminate production deficiencies and to optimize team member skills both when a team is formed and when a worker is promoted to a higher category or position.

WORKERS IN MULTI-SKILLED CONDITIONS

Within the scope of the above production system, employees should be capable of performing several tasks.

Employees in multi-skilled circumstances will work autonomously and effectively within the labour force.

TEAM LEADER IN MULTI-SKILLED CONDITIONS

The Team Leader will be acquainted with all of the team tasks in order to perform them himself and to help other team members. He will be qualified to train workers on each function and task of the team. He will co-ordinate the work-teams in which he participates and will replace absent workers if necessary, provided he is capable to do so. He is empowered to lead, guide and co-ordinate the procedures, processes and quality of work performed by his own team as well as third party contractors, upon the specific needs.

ACTIVITY ALLOCATION

The Company will allocate the specific activities to be performed by each worker. It will also transfer workers to other areas or departments or to allocate other tasks to them in order to achieve efficiency and optimize production.

FUNCTIONAL MULTI-SKILLING

Workers' tasks, functions, and categories in self-directed work groups require complete flexibility. Employees are expected and required to perform all tasks, functions or activities determined in accordance with their skills.

INTERPRETATION

These objectives reflect the spirit of the collective agreement. However, they do not override the terms of the said agreement, and will not be used in disciplining of individual employees.

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- PART II-

Article 1

RECOGNITION

1.1

- (a) The Company recognizes the Union as the bargaining agent for all employees of the Company at Sault Ste. Marie, save and except coordinators, persons above the rank of coordinators, plant protection personnel; production clerks, office staff, draftsmen, administrative staff, sales staff, engineers, persons engaged in a confidential capacity.
- (b) The Company will not contract out work normally performed by employees in the bargaining unit when available bargaining unit employees with the necessary skills are on layoff, or continue to be laid off. In the event that the Company contracts out bargaining work, the Company will inform the Union.
- (c) Supervisors, coordinators, and managers will be permitted to perform bargaining unit work in cases of emergency, testing, experimentation, commissioning and training.
- (d) This agreement contains the full understanding of the parties respecting all matters relating to labour relations.
- (e) All members of the bargaining unit are new employees and their seniority for all purposes will commence with the date of hire by this Company.
- (f) The Company will allow two Union representatives thirty (30) minutes to be introduced during the new employee orientation. The Company will supply a copy of the current collective agreement.

Article 2

MANAGEMENT RIGHTS

2.1 The Union recognizes that the management of the plant, the direction of the working forces are fixed exclusively in the Company and that the Company has the right to:

- (a) Manage and operate its business in all respects; direct, plan, and control plant operations; determine the products to be manufactured, the type and locations of equipment and materials to be used, the manufacturing process, product engineering and design, the control of materials and parts, the introduction of new facilities, the control systems with a view to protect the Company's assets; financially and technically organize the Company in all respects;
- (b) Determine the schedules of work, the methods and techniques to be used, establish the form and scope of duties to be performed, make job assignments; contract and subcontract jobs, work or services from third parties.
- (c) Maintain order, discipline employees for just cause, hire, assign, direct, promote, demote, discharge, classify, transfer, lay-off and recall employees.

Article 3

PROBLEM RESOLUTION AND GRIEVANCE PROCEDURE

3.1 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation or alleged violation of this Agreement, shall be resolved as quickly as possible.

3.2 "Grievance" as used in this Agreement means a complaint or request involving any matter related to working conditions, including any question of interpretation or application of, or compliance with, the provisions of this Agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Agreement.

3.3 **Step One**

If an employee believes that he has a grievance or complaint, it shall first be discussed by the employee and his immediate supervisor or another appropriate management representative in an attempt to settle the matter. This discussion must be held within twenty-one (21) scheduled working days of the event or condition related to the grievance or complaint. The employee may be accompanied by a Union Representative if requested.

Within seven (7) calendar days the supervisor shall give the employee an answer.

The parties wish to ensure that all employees' complaints are dealt with in a reasonable way and all meetings are held at a time to be mutually agreed upon within the time limits provided.

3.4 **Step Two**

If the matter is not resolved to the satisfaction of the employee as a result of such discussion, the Union may within seven (7) calendar days, deliver a written grievance to the specific production area manager. Such grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify the alleged contract violations with appropriate references, shall state the contention of the employee with respect to these provisions, and shall indicate the relief requested. The grievance must be signed by the employee. The specific production manager or his designate shall within fourteen (14) calendar days hold a meeting with the employee, the steward, and a representative from Human Resources in an attempt to settle the matter. The specific production area manager shall then within a further seven (7) calendar days give his response to the Union in writing.

A written grievance to be processed to the next step shall state the reasons why the previous reply was unsatisfactory and shall be signed by the steward and a member of the grievance committee.

Step Three

If the grievance is not settled within seven (7) calendar days or a longer period of time agreed by the parties and the Union wishes to pursue the matter, the grievance must be submitted in writing to the Human Resources Manager and Operations Manager who shall within fourteen (14) calendar days hold a meeting with two grievance committee representatives, and shall give a written response within ten (10) calendar days from the date of the meeting. At this meeting, a Regional Representative of the Union may be present.

Step Four

If the grievance is not settled within the aforesaid time frame it may be referred to arbitration within thirty (30) calendar days.

- 3.5 The time limits set out in this article may be extended by mutual agreement of the parties in writing and will not be unreasonably withheld.
- 3.6 The Union or the Company shall have the right to initiate a policy or grievance of a general nature which need not be signed by any affected employees, but must be signed by two members of the Bargaining Unit Executive or one Bargaining Unit Executive and one Grievance Committee Representative.
- 3.7 A question of a general nature between the Company and the Union as to the meaning or application of the provisions of this agreement may be treated as a policy grievance and submitted in writing at Step 3 of the grievance procedure within thirty (30) calendar days after the occurrence of the fact or event upon which such question is based.
- 3.8 The parties agree to use a sole arbitrator with respect to the disposition of grievances at arbitration. In the event that the parties are unable to mutually agree upon the appointment of an arbitrator either party shall be at liberty to make application to the Office of Arbitration for the appointment of an arbitrator.
- 3.9 The Company and the Union shall make every effort to resolve disputes and conflicts in a peaceful way without arbitration, according to the grievance procedure described in this Agreement.

3.10 Arbitration

Where a difference arises between the parties as regards to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

The parties will come to an agreement on an arbitrator within fourteen (14) calendar days.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

3.11 Hearings of the arbitration proceeding will be held at a location by mutual agreement of the parties.

3.12 The Arbitrator shall not alter, modify or amend any part of this Agreement, or make any decision inconsistent with its provisions.

3.13 The expenses of the Arbitrator shall be borne equally by the Company and the Union.

3.14 Grievance Committee

The Union shall form a grievance committee to represent the Union in processing grievances and shall give the Company written notice of the members of the committee and its chairman.

A Union representative may be absent from his place of work for reasonable periods of time necessary to deal with problems of grievances subject to requesting and receiving permission from his coordinator or supervisor. Such permission shall not be unreasonably withheld. It is the intent of the Company, when possible, to hold meetings which require the attendance of the representative during his normal working hours.

Article 4

DISCHARGE AND DISCIPLINE

- 4.1 At any formal disciplinary meeting between the Company and an employee, the employee has the right to be accompanied by a Union representative.
- 4.2 Discipline must be issued within twenty (20) business days of the Company's knowledge of the circumstances giving rise to the discipline. The timeline may be extended with an agreement in writing between the Union Executive and the Company. Timeline extension requests shall not be unreasonably withheld. A copy of the disciplinary notice will be given to the employee's steward and the employee.
- 4.3 A claim by an employee who has completed his probationary period that he has been discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 3 of the grievance procedure within seven (7) calendar days after the date of discharge is effected.
- 4.4
- (a) Where an employee maintains a discipline free record for a period of twenty-four (24) months, all records of discipline (save and except for further similar or serious misconduct, a breach of the Ontario Human Rights Code or the Occupational Health and Safety Act - drugs and alcohol-) will not be relied upon in future discipline.
 - (b) Where an employee maintains a discipline free record for a period of thirty-six (36) months, all records of discipline related to minor infractions of the Occupational Health and Safety Act, will not be relied upon in future discipline.
- 4.5 All employees have the right to view their personnel file upon requesting an appointment with Industrial Relations.

Article 5

NO INTERRUPTION OF WORK

- 5.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown, sitdown, interruption, stoppage or any other interference with the quality and quantity of work or production, either complete or partial, and the Company agrees that there will be no lockout of employees.
- 5.2 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any of the conduct described in Article 5.1.
- 5.3 In the event of an illegal strike or any other irregular action which stops or reduces the usual level of work activity, the Union, through its recognized officers, agrees to repudiate any such action and to inform the employees that any such action is illegal and not binding on the members of the Union, and take reasonable steps to assist in preventing the continuation of such stoppage or reduction of work level.

Article 6

UNION REPRESENTATION

- 6.1 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards up to a maximum of 5% of the employees of the Bargaining Unit with a minimum of eight (8) Union Stewards, for the purpose of representing employees in the handling of complaints and grievances. It is understood that for specific issues the Company will normally recognize the steward whom the Union has designated for that area. The Union also recognizes however that such persons have regular duties to perform on behalf of the Company and that they will not leave their regular duties without first obtaining permission from their direct work supervisor, which permission shall not be arbitrarily withheld.
- 6.2 The Company agrees to recognize and deal with a Bargaining Unit Executive Committee of not more than five (5) employees. The Bargaining Unit Executive Committee is recognized as the negotiating committee for the purpose of collective bargaining. The Company further agrees to recognize and deal with five (5) employees of the Grievance Committee. The Bargaining Unit Executive will be invited to attend meetings related to Article 27 - Labour Management Liaison. The Company further agrees to recognize and deal with five (5) members of the Women of Steel Committee and five (5) members of the Indigenous Circle to achieve the parties mutual goals consistent with Article 30.
- 6.3 The Union agrees to notify the Company of the appointment of officers and stewards and the terms of such appointments in writing.

Article 7

BULLETIN BOARD

- 7.1 The Company agrees to provide five (5) Bulletin Boards on the premises for the purpose of posting Union notices and official information providing that such notices and information shall not be posted until first approved by the Company. The location of the Boards will have to be agreed with the Company, and the Union will maintain the Boards in good order. Notices will be signed and posted only by the officers of the Union and will be in keeping with the spirit and intent of this Agreement.

Article 8

UNION SECURITY

- 8.1** The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated with the Union's Constitution.
- 8.2** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasure of the International Steelworkers, AFL-CIO-CLC, P.O. Box 9083 Postal Station "A", Toronto, Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 209 - 68 Dennis Street, Sault Ste. Marie, Ontario P6A 2W9.
- 8.3** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a.** A list of names of all employees from whom dues were deducted and the amount of dues deducted;
 - b.** A list of all bargaining unit employees from whom no deductions have been made and reasons;
 - c.** This information shall be sent to both Union addresses identified in Article 8.2 in such form as shall be directed by the Union to the Company.
- 8.4** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 8.5** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

Article 9

UNION ACTIVITY

- 9.1 Union activities shall be conducted outside of working hours.
- 9.2 The conduct of Union business is not permitted on Company property except as authorized in writing by the Plant Management or as expressly provided in this Agreement
- 9.3 No Union activity shall take place in such manner or at such time as may interfere with or distract or disturb the normal production process.
- 9.4 The Union shall not distribute or cause to be distributed any handbills, pamphlets, publications or other material on Company premises except as permitted by the Company.

Article 10

NO HARASSMENT OR DISCRIMINATION

- 10.1** The Company and the Union are committed to providing a work environment where all employees are treated with respect and dignity. Each individual has the right to an atmosphere which promotes respectful interactions and is free from discrimination and harassment.
- 10.2** No employee shall be harassed or discriminated against by the Company or the Union on the grounds of membership in the Union or on account of participation in Union activities or on the grounds of discrimination as defined by the Ontario Human Rights Code or because he has exercised any right under this Agreement.
- 10.3** Any complaint will be referred to the Human Resources Department to be dealt with in accordance with the Workplace Harassment Policy. The employee who alleges discrimination, personal or sexual harassment may contact a Human Resources Department representative who will:
- (a) investigate this matter; and
 - (b) maintain a strict degree of confidentiality with the employee concerned; and
 - (c) take appropriate action to resolve the problem.
- 10.4** The Union shall be involved or informed at any stage of this process unless the complainant wishes otherwise.
- 10.5** The Company and the Union recognize that education and training are fundamental to ensuring a harassment and discrimination free workplace. All employees must attend harassment and discrimination training or seminars required by the Company. The Union will review and have input into such training prior to implementation.
- 10.6** The company and the Union agree that improving the work environment and employee satisfaction is a mutual responsibility.

We recognize that employees can be under stress for personal, or work related issues, and that those situations can negatively impact the behaviour of individuals in the work place.

We understand that improving employees ability to deal with stressful situations at a personal level as well as in the groups he participates, contributes to a healthier work environment.

To improve the actual situation, among different initiatives, the Company will work with the Union to provide to all employees with appropriate communication and interpersonal skills education with the intent to reduce stress in the work place (i.e. EAP employee assistance program).

Article 11

SENIORITY

- 11.1** The Company will use seniority, skills and abilities in making decisions about lay off, vacations and promotions in accordance with the related articles of this Agreement.
- 11.2** Seniority refers to the relative ranking of the employees as determined by the length of accumulated service with the Company. Employees will acquire seniority after a probationary period. Upon completion of the probationary period, the employee's seniority shall be established as of the date of original hire. Employees commencing employment on the same day will have their employee numbers assigned by alphabetical order (A-Z) of their surname.
- 11.3** Where two or more employees have the same seniority date the employee with the lowest employee number assigned by the Company shall be considered to have the greatest seniority.
- 11.4** The Company shall post a seniority list on March 1 of each year on the bulletin board showing the service with the Company of each employee and provide a copy to the Union. Employees shall have twenty-one (21) calendar days from the date of posting in which to file a written complaint against errors or omissions concerning such list. The Company will provide the Union an updated seniority/address list upon request.
- 11.5** Employment and seniority shall be terminated when an employee:
- (a)** resigns;
 - (b)** is discharged;
 - (c)** is laid off for a period longer than:
 - (i)** eighteen (18) months for employees with less than one (1) year of service;
 - (ii)** twenty four (24) months for employees with one (1) year but less than two (2) years of service;
 - (iii)** thirty six (36) months for employees with more than two (2) years of service.
 - (d)** is absent for four (4) or more consecutive working days without reasonable excuse.

- (e) fails to return to work at the termination of an authorized leave of absence, except with the written consent of the Company;
- (f) fails to report for work within ten (10) working days after being instructed to report.
- (g) Declines or is unreachable for recall for two (2) temporary recalls of one (1) week with eighteen (18) or more hours' notice in a rolling twelve (12) month period.
- (h) Declines or is unreachable for recall for six (6) separate temporary recalls (any notice length) in a rolling twelve (12) month period;
- (i) An employee that has opted out of short notice recall declines or is unreachable for recall on three (3) separate temporary recalls in a rolling twelve (12) month period,

When an employee is placed on temporary layoff he will by default be placed on the short notice recall list (less than eighteen (18) hours' notice) unless he opts out by completing the appropriate form within one (1) week of commencing the layoff. If an employee opts out they cannot change their preference for the duration of the layoff.

For (g), (h) or (i) the Union will be notified when the employee has declined or is unreachable.

Employees will provide a valid phone number to receive text messages and will keep it updated in periods of layoff. Not providing an updated number will not be considered a valid excuse for being unavailable.

Article 12

GENERAL FRAMEWORK- LABOUR CATEGORIES

12.1 Labour categories are determined by the accumulation of experience and knowledge in the activities the employee has performed. Each category presupposes certain knowledge and aptitude for carrying out different activities and tasks.

Each category involves the aptitude to carry out more than one activity, and each activity in turn involves the aptitude to carry out one or more tasks. There are basic and specific performance tasks. The basic tasks apply to different categories. The specific tasks are typical of each category. The progress and compensation within each category will be subject to passing the tests established by the Company for each activity and to working a requisite number of hours in each activity. Once employees have passed the above mentioned tests and have worked the requisite number of hours for each activity, they will be entitled to additional compensation as set out in this Agreement.

12.2 CATEGORIES

The categories are as follows:

CATEGORY A: SPECIALIZED OPERATOR

CATEGORY B: OPERATOR

CATEGORY C: SUPPORTER

A) SPECIALIZED OPERATOR

There are three types of Specialized Operator: **a)** Specialized Mechanical Operator; **b)** Specialized Electrical Operator; **c)** Process Controller.

(a) Specialized Mechanical Operator: This position comprises employees who have accumulated knowledge and experience of how to correctly carry out advanced mechanical tasks.

(b) Specialized Electrical Operator: This position comprises employees who have accumulated knowledge and experience of how to correctly carry out advanced tasks related to electricity.

(c) Process Controller: This position comprises employees who have accumulated knowledge and experience of how to correctly control the different product physical changes, the technology and the control systems.

B) OPERATOR

There are three types of Operator: **a) Production Operator**, **b) Mechanical Operator**, **c) Electrical Operator**.

- a) Production Operator:** it comprises employees who have accumulated knowledge and experience of how to correctly operate machines which do not involve significant physical transformation processes.
- b) Mechanical Operator:** it comprises employees who have a defined accumulated knowledge and experience of how to correctly perform mechanical tasks.
- c) Electrical Operator:** it comprises employees who have a defined accumulated knowledge and experience of how to correctly perform electrical tasks.

C) SUPPORTER

This position comprises employees who carry out any task, including simple manual tasks which do not require prior significant learning.

12.3 TEAM LEADER

In each of the categories described above, a Team Leader, besides knowing all of the specialization and orientation of their category, must have proved certifiable, technical expertise and aptitude, show leadership capabilities in management, coordination, training and work team skills. On the basis of the aforesaid attributes, a person can be promoted to a higher position within the same category and shall be known as Team Leader. The Team Leader will have the necessary knowledge and responsibility for the product, equipment, processes and their quality, Health and Safety Practices, verification of the availability of the necessary inputs and tools, and deviation and follow-up analysis. The Company will select Team Leaders in accordance with Article 14.2 (c). The Team Leader will have authority to direct workers both inside and outside of the bargaining unit.

12.4

Schedule D sets out the specific jobs which are generally associated with each of the categories. This list is based on the level of complexity of the jobs and corresponding learning requirements. Once per year not later than September the Company will review and update this Schedule and the Company will provide any changes to the Union by September 30. Modification in the Schedule may be made if there has been change in work procedures and/or technical improvements, or if new activities have been developed.

Wage rates are determined by category and specialty of the employee and it is recognized that as a normal part of the operation of the tube mill, employees will routinely be assigned and scheduled to work on activities which are outside of their payment category, but this will not affect their rate of pay.

All employees hired after ratification will not retain their rate of pay as noted above.

The Company will track all hours and notify employees when they have achieved the required hours to write their category or next specialty tests. Employees will be provided their hours upon request to the immediate Supervisor.

The Employee is to notify the company in writing on the appropriate form of his intent to take the test(s) for the above. A copy of this form will be supplied to the employee.

Article 13

PROBATION

- 13.1** All employees shall be regarded as probationary employees for the first 1,200 worked hours of employment. During probation such employees may be dismissed without cause or notice subject to the payment provisions of the *Employment Standards Act*.
- 13.2** During the probation period the Company will evaluate performance and tests as it shall determine in order to assess the suitability of the probationary employee for full time employment.
- 13.3** In those cases where the Company, at the end of the probationary period, is in doubt as to the suitability of the employee for full time employment, the probationary period may be extended by an additional 480 worked hours based on mutual agreement of the Company and the Union.

Article 14

PROMOTION

14.1 Workplace training and promotion opportunities will be posted in advance (i.e., retirement, termination or increase in the number of jobs), except in situations where short term or training replacements are necessary. Interest on the part of the employee, seniority, skills and abilities are the factors to be used when making decisions on job assignments. For the purposes of this paragraph vacancies of sixty (60) calendar days or less will be considered short term and the Company will inform the Union of such vacancies after the first fourteen (14) calendar days. The vacancy will be identified on the schedule. The sixty (60) calendar days may be extended by mutual agreement of the parties and will not be unreasonably withheld.

14.2 The following principles regulate promotions and training opportunities:

Progression to a higher category will be subject to achieving enough previous experience in activities of a higher category before they can be promoted to the next higher category (as outlined in Schedule "A"), the existence of a job vacancy in that category, seniority, skills and abilities and passing the corresponding test.

In case of promotions or training, opportunities will be available as follows:

(a) Supporter

All employees are eligible to advance to the highest skill levels (three specialties) within the Supporter category provided that they successfully complete the previous skill level and demonstrate ability to adequately perform the skill required. Because available training opportunities are limited, the most senior employee shall have first opportunity.

Progression from Supporter to Operator shall be on the basis of seniority and will require the existence of a job vacancy in the Operator category.

(b) Operator

All employees are eligible to progress to the highest skill levels (three specialties) within the Operator category provided that they successfully complete the previous skill level and demonstrate the ability to adequately perform the skill required. Because training opportunities are limited, the most senior employee shall have first opportunity.

Progression and training from Operator to Specialized Operator will require the existence of a vacancy in the Specialized Operator category and shall be on the basis of seniority, skills and abilities.

Progression and training from Supporter to Specialized Operator shall be on the basis of seniority, skills and abilities. However, prior to promoting and training an employee in the Supporter category directly to Specialized Operator, the Company will ensure that there is no employee in the Operator category with greater seniority who possesses the required skills.

(c) Team Leaders

Progression from Supporter, Operator or Specialized Operator to Team Leader will be based upon the Company's decision considering but not limited to the following guidelines:

1. Team leader vacancies will be posted to determine interest.
2. To become a Team Leader, candidates must have completed and approved all three (3) specialties in their current category.
3. Candidates will be interviewed and selected based on proven technical expertise and aptitude, leadership capabilities in management, coordination, training and work team skills..
4. It is recognized and understood that team leaders will undergo a three (3) month probationary period. Payment will be made to the selected employee from the first day of the team leader probationary period.
5. A Team Leader will not carry the Team Leader Specialty onto the next category in the event of a promotion.

(d) In all cases the employee has to meet the requirements and pass the tests determined for each training category.

Article 15

REPLACEMENT COVERAGE AND OPERATIONS

- 15.1 Qualified workers and team leaders may replace absent employees in order to ensure that the production process is not adversely affected or interrupted, keeping in consideration equitable opportunity for overtime.
- 15.2 In the event of production problems, employees may be required to remain at their work-site until the operational difficulties have been resolved. On the request of an affected employee, and where possible, the Company will require the qualified junior employee, on shift defined by Area in Schedule "D" to provide the coverage.

Article 16

HOURS OF WORK, OVERTIME, LUNCH BREAK

16.1 The work week shall be a period of seven consecutive days for the purpose of scheduling work and will begin at 12:01 a.m. Sunday or the first starting shift of Sunday. The work day is eight (8) hours or ten (10) hours or twelve (12) hours during a period of twenty four (24) hours beginning at 12:01 a.m. or the first shift starting thereafter as outlined in 16.3, 16.4, and 16.5.

Where an operation is scheduled for more than one shift daily, every effort shall be made to permit an equitable weekly rotations of shifts. Where fixed days off are available on a schedule they will be shared equitably. Where shifts crews are established they shall be aligned to provide equal opportunity for promotion across the shifts.

The most senior qualified employee shall have first option to select his preferred rotating shift or steady day shifts or eight (8), ten (10) or twelve (12) hour shifts.

The employee must submit a preference form indicating his shift preferences to their supervisor once per year between January 1 and January 31st. This form is to be made available by the supervisor upon request. If no changes are made, the previously indicated preference will stand.

When activities are being allocated the Company will take into consideration an employee's shift preference. In the event that an employee declines his previously identified preferred shift if offered the employee will not be offered his preferred shift again during that calendar year.

In the event that an employee exercises his right to shift preference and that preferred shift ceases to exist within three (3) months of said exercise, the employee may revert back to his previous shift.

Shift Schedules

16.2 The basic shift pattern will be comprised of work shifts constituting between eight (8), ten (10) and twelve (12) hours. In general terms, the average work week will be forty (40) hours with two (2) calendar days off. The Company may change the shift pattern in accordance with its operational needs resulting from, but not limited to, market changes, production needs and quality problems.

- 16.3** Hours of work for an eight (8) hour shift operation in a period of twenty-four (24) hours shall be: first shift - 7 p.m. to 3 a.m. or 10 p.m. to 6 a.m. or 10:30 p.m. to 6:30 a.m. or 10:45 p.m. to 6:45 a.m. or 11 p.m. to 7 a.m. or 12 a.m. to 8 a.m.; second shift - 6 a.m. to 2 p.m. or 6:30 a.m. to 2:30 p.m. or 6:45 a.m. to 2:45 p.m. or 7 a.m. to 3 p.m. or 8 a.m. to 4 p.m. or 11 a.m. to 7 p.m.; third shift - 2 p.m. to 10 p.m. or 2:30 p.m. to 10:30 p.m. or 2:45 p.m. to 10:45 p.m. or 3 p.m. to 11 p.m. or 4 p.m. to 12 a.m.
- 16.4** Ten (10) hour shift schedules shall commence at 6 a.m., or 6:30 a.m., or 7 a.m., or 8 a.m., and for the second shift at 4 p.m., or 4:30 p.m., or 5 p.m., or 6 p.m.
- 16.5** Twelve (12) hour shift schedules shall commence at 6 p.m., or 6:30 p.m., or 6:45 p.m. or 7 p.m., and for the second shift at 6 a.m., or 6:30 a.m., or 6:45 a.m. or 7 a.m..
- 16.6** In all cases where change is necessary the Company will give one month notice of changes in the shift schedule (changes to or from eight (8) hours, ten (10) hours, twelve (12) hours) unless otherwise agreed to by both parties.
- 16.7** The work schedules shall be published in advance for the employees' benefit, normally by Tuesday of the preceding week, and prior notice about the changes shall be provided as soon as it is reasonably possible under the circumstances, no later than 1 p.m. Thursday of the preceding week. The employee must maintain a valid phone number (with voicemail) with the Company. The Company will make its best effort to notify employees about changes to the work schedule if changes are necessary after the employee has worked his last shift before the new work schedule.
- 16.8** Employees shall start working at the starting time at the work-site specified by the Company and shall continue to work until their quitting time in such a way that jobs or the production process are not interrupted.
- 16.9** Shift schedules will not combine more than one 8 hour shift with 10 or 12 hours shift schedules for the same employee, except where mutually agreed by the parties.

Rest Periods

- 16.10** The Company will arrange all rest periods in order to ensure continuous operation.
- 16.11** For eight (8) hour shifts all employees shall receive a ten (10) minute rest period approximately three (3) hours after the start of the shift. The second rest period shall be twenty (20) minutes long, more or less half way through

the shift and shall be paid. It is recognized that the rest periods will not occur at the same time for all employees.

- 16.12** For twelve (12) hour shifts all employees shall receive three (3) separate (20) minute paid rest periods with no job duties.

Overtime

- 16.13** For eight (8) hour shift schedules overtime premiums shall be paid on all time worked in excess of forty (40) hours per week, or in excess of any regularly scheduled shifts, or on an employee's regular scheduled day off, or hours in excess of eight (8) hours in any sixteen (16) hour period, or more than one scheduled shift per day.
- 16.14** For twelve (12) hour shift schedules overtime shall be paid on all time worked in excess of an average of forty (40) hours per week over a two (2) week representative period, or in excess of any regularly scheduled shifts, or on an employee's regular scheduled day off. When in a two (2) week representative period there is a combination of different schedules overtime shall be paid on all time worked in excess of an average of forty (40) hours per week over that period.
- 16.15** Overtime work shall be compensated at the rate of time and one-half of the standard hourly wage plus the premiums for specialization as defined in Schedule A. Statutory holidays will be considered as hours worked for the purpose of Article 16.13 and 16.14.
- 16.16** Overtime work as far as possible will be distributed to employees in an equitable basis among those qualified. A list of overtime worked in the previous month will be provided to the Union at the monthly Labour Management Liaison meeting. When possible, the Company will post a list of available overtime opportunities for employees to indicate interest.
- 16.17** The Company may require employees to work overtime before or after regular working hours or on holidays. However, there will be no compulsory overtime when qualified employees are willing to work. In the event there are insufficient volunteers the qualified junior employees will be scheduled to work.
- 16.18** The Company shall make every effort to provide reasonable notice to employees required to work overtime and whenever possible employees shall be notified at least four (4) hours prior to the end of his last scheduled shift.

- 16.19** An employee who works more than two (2) consecutive hours overtime immediately after having worked a regularly scheduled shift, will be provided a fifteen (15) minutes break at the end of the two (2) hour period prior to the commencement of further work.
- 16.20** There shall be no doubling-up or pyramiding of overtime rates.

Article 17

LAY-OFF AND RE-CALL

17.1 The parties agree to the general principle that, providing the employee has the ability to perform the work, job security shall increase in proportion to length of service.

17.2 The Company may lay-off employees for business reasons. The Company determines which job categories and skill levels within job categories are required for its operations, and the number of employees required for each job category and skill level.

It is understood and agreed by the parties that once an employee accumulates fifteen (15) years of service, he will be considered as a Specialized Operator with three (3) levels of specialization for the purpose of layoff and recall in Article 17.3. This shall be limited to a maximum of twenty (20) employees based on service and seniority. This maximum may be adjusted based on the mutual agreement of the parties.

17.3 The Company will lay-off by seniority, skills and abilities in the following order:

- A-** Supporters that have no specialization approved.
- B-** Supporters with one (1) level of specialization.
- C-** Supporters with two (2) levels of specialization.
- D-** Supporters with three (3) levels of specialization
- E-** Operator that have no specialization approved.
- F-** Operator with one (1) level of specialization.
- G-** Operators with two (2) levels of specialization.
- H-** Operators with three (3) levels of specialization.
- I-** Specialized Operators that have no specialization approved.
- J-** Specialized Operator with one (1) level of specialization.
- K-** Specialized Operator with two (2) levels of specialization.
- L-** Specialized Operator with three (3) levels of specialization.

Within each of the above categories, the order of lay-off will be based on seniority commencing at "A" through to "L", and progressing through to the following categories or degrees of specialization. All Team Leaders will be laid off based on the same criteria established in 17.3 corresponding to their category and specialty.

17.4 Employees will be re-called by seniority, skills and abilities in reverse order of lay-off.

17.4 When the Company lays-off employees for a period in excess of thirty five (35) weeks in a period of fifty two (52) consecutive weeks, the Company may discuss with the Union the extension of the length of the lay-off period.

In the event that the Company must reduce the number of employees in an area, the Company will reallocate the employees in order of seniority when possible, with the junior employees being reallocated first. The Union recognizes that in some cases, senior employees may possess skills in other departments. In the event that the Company must reallocate the senior employee first, the Company will use among others, elements like specialties that each employee has accumulated, experience in past positions, completed Work Instructions, etc. The employee may request a meeting with his Supervisor to understand the reasons why he is needed in another department the employee may elect to have a Union representative present. The Company is committed to promote training opportunities in accordance with and anticipation of retaining the senior employee.

Article 18

PAID VACATIONS

18.1 The Company may schedule a vacation shutdown for each department each year. In the event that a shutdown is not scheduled or where employees are entitled to vacation in excess of a scheduled shutdown, operational requirements shall govern vacation schedules. Preference shall be given to employees by seniority where requested vacation periods conflict. All employees who have vacation entitlement will be scheduled for vacation during the shutdown period save and except those employees who are scheduled to work. The Company will accommodate by seniority those employees who request vacation outside of the shutdown period taking into consideration operational requirements. Those employees must book a minimum of two weeks vacation during the shutdown period. The Vacation shutdown must commence a minimum of eight (8) complete weeks from the date that notice is given to the commencement of the vacation shutdown.

Employees who are entitled to request vacation outside of the shutdown period will do so within thirty (30) days of the announcement of the vacation shutdown.

Employees, not scheduled to work the shut down, may indicate their willingness to work during the shutdown period and shall do so by signing a volunteer list and will be selected by seniority, skills and abilities.

The volunteer list will be posted no later than thirty (30) days after the announcement of the vacation shutdown and the volunteer list will remain open for fourteen (14) days. Interested employees shall indicate their willingness to work and indicate which week(s) they will be available to work. The volunteer list will be frozen after the posting period. This timeline may be extended by mutual agreement of both parties.

If an employee has submitted a vacation request and received approval prior to the announcement of the vacation shutdown the employee may elect to cancel the vacation request and volunteer to work during the vacation shutdown within the timelines set out above.

After the volunteer list is frozen employees cannot refuse if scheduled to work during the shutdown period.

Employees who wish to request vacation for the period between January 1st

and April 30th of the following year must do so between November 1 and November 30 of the previous year. The Company will accommodate by seniority those employees taking into consideration operational requirements.

18.2 Employees on the payroll as of January 1 in any year shall be entitled to annual vacation pay as follows:

Less than one (1) complete year of service - one (1) day of vacation for each month of service to a maximum of ten (10) days - 4% of earnings.

1 to 5 years of service - two (2) weeks with 4% of earnings.

6 to 10 years of service - three (3) weeks with 6% of earnings.

11 to 15 years of service - four (4) weeks with 8% of earnings.

16 years of service or more - five (5) weeks with 10% of earnings.

“Earnings” in this Article means gross earnings as reported to Revenue Canada on the employees’ T-4 slips for the prior year.

18.3 If for any reason the employment of an employee is terminated, he will receive with its final pay cheque all vacation allowances outstanding. In the event of the death of an employee the Company will pay his beneficiary an amount equivalent to the vacation pay to which he would have been entitled.

18.4 No employee will be required to cancel his vacation where it can be clearly demonstrated in advance that significant non-recoverable financial commitments have been made.

18.5 In the event that the Company decides to shutdown operations during the Holiday Season, the Company shall post notice of the shutdown dates by December 4 of that year. Preference for any work available during this Holiday shutdown shall be given, in order of seniority, to those who normally perform such work.

Article 19

WAGES AND BENEFITS

- 19.1 The wages payable to employees are set forth in Schedule A which is attached and forms part of this Collective Agreement.
- 19.2 An hourly premium called "Trade Rate A" shall be paid to ticketed employees according with the conditions set forth in Schedule A.
- 19.3 The group insurance benefits for employees are set forth in Schedule B-1 which is attached and forms part of this Collective Agreement.
- 19.4 The pension plan is set forth in Schedule B-2 which is attached and forms part of this Collective Agreement
- 19.5 The Gainsharing Program is set forth in Schedule C which is attached and forms part of this Collective Agreement.
- 19.6 A shift premium of \$0.30 per hour shall be paid for hours worked between 7 p.m. and 7 a.m.
- 19.7 A premium of \$0.35 per hour shall be paid for all hours worked on Saturday and Sunday. In addition, the shift premium will be paid for hours worked on Saturday and Sunday between 7 p.m. and 7 a.m.
- 19.8 New employees will be subject to the following rates. New employees in Maintenance will not be subject to these rates.

New Hire Rate first 1,000 hours	\$ 18.00
1,001-2000 hours	\$ 19.16
2,001-3000 hours	\$ 20.33
After 3,000 hours	SUSO Rate

Article 20

ON-CALL AND CALL-IN PAY

- 20.1** The Company will establish an “on-call” schedule which provides equitable distribution of on-call hours among qualified employees, who volunteer.
- 20.2** The purpose of “on-call” is to ensure that employees are available to satisfy special or extraordinary business needs or other operational requirements. Such employees will be furnished with a beeper, and may be called-in to work whenever needed during the on-call duty period (including Sundays, holidays, etc.)
- 20.3** Employees whom are on the “on-call” schedule shall be paid an amount with respect to such time as per Schedule A.
- Notwithstanding the foregoing, such “on-call” time shall not be considered as hours of work within the meaning of this agreement or otherwise.
- 20.4** Any employee whom is called in to work after leaving the premises of the Company following the end of his scheduled shift and before his next scheduling reporting time, shall be paid a minimum of 4 (four) hours pay at his regular rate in respect to each such call-in, or paid for actual time worked at his applicable rate if greater.
- 20.5** Any employee working steady day shift who is called in and who works two (2) hours or more after 11:00 p.m. shall receive time off (with normal pay) equal to the time worked between 11:00 p.m. and 7:00 a.m. provided they are scheduled to work that same morning and report at the deferred starting time.

Article 21

CRITICAL SERVICES

- 21.1** The Company may designate and will pay, employees who, in addition to their regular functions, will be working as “critical service” workers. Such employees shall be entitled to a bonus as set out in this Agreement in consideration of their continued availability to satisfy fundamental business requirement or needs.
- 21.2** The Company will provide to the Union a list of the positions which shall be considered to be critical services by September 30 of each year

Article 22

SPECIAL LEAVE OF ABSENCE

- 22.1** Leaves of absence are granted at the Company's discretion. Applications must be in writing and include the reason for the leave. Leaves of absence will not be paid and do not result in any loss of seniority.
- 22.2** The Company shall upon request grant leaves of absence without pay to employees to accept appointed or elected positions with the United Steelworkers. Such an employee upon returning to the bargaining unit shall be assigned to the job he was performing when the leave was granted, or if that job is not available, to another job in an equivalent labour category no less than his previous job.
- 22.3** The Company shall upon request grant leaves of absence without pay to permit a maximum of two (2) employees to attend a Union convention or Union seminar. The Union will provide as much notice as possible, but in any event, at least fourteen (14) calendar days prior to the date of the leave. The Company will not unreasonably deny the leave, but shall have the right to refuse the request where, in its opinion, the leave would create scheduling or other operational difficulties.
- 22.4** The Company shall contribute one cent per hour worked by employees in the bargaining unit to a Union education fund. Such fund shall be used only for Union education and training for employees of the Company.

Article 23

HEALTH AND SAFETY and ENVIRONMENT

23.1 The Company shall promote healthy and safe working conditions. The Union shall co-operate with the Company to implement the measures described above. Both parties agree to observe all laws, regulations and rules related to health, safety and fire prevention.

23.2 The Company and the Union agree that employees attending work while illegally possessing, or under the influence, or using non-prescribed drugs or alcohol at work, may be creating a health and safety hazard for themselves and others, and therefore these actions are unacceptable. In this regard, employees must recognize that they may be subject to discipline for violations under the Company's Disciplinary Policy (or *Code of Conduct*). The Company and the Union recognize that in certain cases substance abuse or drug dependency may be addressed by referring the employee to the appropriate medical professionals for treatment.

23.3 Employees will be provided with health and safety orientation, and will be expected to utilize that training, to follow job safety practices and to make their best reasonable efforts to prevent occupational accidents.

Employees are required by the Company to wear approved safety boots and other protective equipment in accordance with applicable legislation.

The Company will pay up to a maximum of \$125.00 per year per employee to purchase one pair of safety work boots. This entitlement may be accumulated to a maximum benefit of \$250.00 in a two (2) year period from the date of the last reimbursement.

23.4 The Company will train up to 3% of its workforce on Health and Safety level 1. Such employees will be jointly selected by the Company and the Union.

23.5 The parties will establish a Joint Health and Safety Committee. This Committee will meet on paid time as required, but no less than once per month, to discuss all matters related to safety health and environment in the workplace. The Union shall appoint five (5) Union representatives to the Committee, three of whom will be Certified worker health and safety representatives under the Act, and one of whom will be the Union Chair. The Company agrees to permit the Union representatives sufficient opportunity on Company paid time to fulfill their duties, which shall include the following:

- (i) monthly audits of the complete workplace;
- (ii) preparation for monthly Joint Health and Safety Committee meetings (including collection / review of safety statistics, follow-up on status of recommendations / agreed upon actions from prior meetings);
- (iii) reviewing safety manuals and job safe practices and procedures and review of lock-out procedures, purge procedures, high voltage switching orders (including on the job review with knowledgeable employees where necessary);
- (iv) accompanying government inspectors on plant tours (including inspections by the Ministry of Labour, and inspections related to the electrical code and gas codes, fire code, building code, *High Pressure Vessel Act*, *Hoisting Engineers Act*);
- (v) reviewing and where necessary updating Material Safety Data Sheets, and ensuring such are readily available in the workplace;
- (vi) investigating critical injuries and writing and/or reviewing reports required for the Ministry of Labour;
- (vii) reviewing emergency action plan;
- (viii) reviewing and monitoring any control programs for substances such as asbestos, mercury, or PCBs;
- (ix) reviewing training for new employee safety induction, and participating in training sessions;
- (x) reviewing monthly safety indicators and other duties as agreed to by the parties and/or provided for in legislation.

23.6 An employee who is injured during working hours while performing duties of employment and who is unable to complete the shift, shall be paid for the time lost on the day of the injury at the straight time hourly rate for the balance of the shift.

23.7 In the event of a serious accident a Union member of the Joint Health and Safety Committee shall be notified.

23.8 In the event that a Joint Health and Safety Committee representative attends the monthly JHSC meeting on an unscheduled day or after working hours they shall receive three (3) hours at their regular rate.

23.9 All employees have the right to view their personal safety record upon

request to their Supervisor or Industrial Relations.

Article 24

TRAINING

- 24.1** The Company will give employees education and training within its general framework described in article 12- Labour Categories.
- 24.2** Education and training will consist of both on-the-job and classroom instruction. Classroom instruction will be, in principle, conducted outside of working hours, in which case employees will not be entitled to compensation for time spent. Classroom instruction required by the Company in subject matter directly related to the performance of duties will occur on paid time.
- 24.3** In order to formalize the training process, once per year between June 1 and June 30, employees may submit a request on the approved form for on the job training opportunities consistent with the training curricula (preferably within his area of expertise).
- 24.4** Under normal circumstances the Company will allocate approximately 1% of the available working time worked by the complete workforce on a yearly basis for classroom training. The training opportunities allocation is ruled in article 14.
- 24.5** The Company agrees to reimburse employees for tuition fees, and books required for course work, following proof of successful completion of a work related course. The employee must obtain written approval for the course and the amount of fees from the Company prior to enrolling in the course.

Article 25

ABSENCES FROM WORK & MEDICAL EXAMINATION

- 25.1 When unable to attend, the employee must contact the Company as far in advance as possible of his scheduled starting time.
- 25.2 Medical evidence may be required by the Employer outlining the nature of the absence and the expected date of return. When requested, the cost of obtaining such evidence shall be borne by the Company, up to a maximum of \$40 upon the presentation of a receipt.
- 25.3 If employees are absent due to illness or non-occupational injury for more than three months, prior to their return to work, the Company may request a medical examination of employees in order to maintain adequate safety standards or to confirm the ability of an employee to perform the duties and responsibilities associated with his position.
- 25.4 The Union recognizes that, in accordance with the Company's duties and responsibilities under the *Occupational Health and Safety Act* and the *WSIB Act*, medical examinations may be required for employees whom operate or maintain specific machinery or equipment.

Article 26

CONTINUOUS IMPROVEMENT

- 26.1** The Company will organize a voluntary participation program based on individual and group contributions made by employees with a view to fostering participation and involvement, in a continuous improvement philosophy. The Company will establish guidelines, mandate, methods and appropriate employee recognition for participation.

Article 27

LABOUR MANAGEMENT LIAISON

- 27.1 In order to maintain a peaceful and harmonious relationship and, in order to maintain dialogue upon matters of mutual interest, the parties agree to meet from time to time, but not less than monthly, to discuss ongoing matters relating to the workplace and the administration of the agreement. Among other matters discussed, the Company will inform the Union of contracting out (if any).
- 27.2 The Company will provide the Union with a copy of the overtime hours as per Article 16, identifying all the overtime hours worked by each individual for the previous month.
- 27.3 In the event that a member of the Union Executive attends the monthly Labour Management Liaison meeting on an unscheduled day or after working hours they shall receive two (2) hours at their regular rate.

Article 28

OBSERVED HOLIDAYS

- 28.1** Employees shall receive the following observed holidays with pay:
- New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
 - Remembrance Day
- 28.2** In order to qualify for observed holiday pay an employee must work for the whole of each of his regularly scheduled shifts immediately preceding and immediately following the mill holiday concerned.
- It is understood and agreed that an employee who is absent from work by reason of an authorized leave of absence, sickness, occupational accident, or lay-off shall not be eligible to receive observed holiday pay.
- 28.3** Should an employee work on a working day that is a holiday, the Company will pay at the rate of one and a half (1.5) of the employee's regular wage rate for all hours worked, in addition to the holiday pay provided under article 28.1.
- 28.4** Overtime premiums on Christmas Day, New Year's Day and Labour Day, shall be paid at double time of the standard hourly wage plus the premiums for specialization as defined in Schedule A.
- Should an employee work on a non-working day that is a holiday, the Company will pay at the rate of one and a half (1.5) of the employee's regular hourly wage for all hours worked, in addition to the holiday pay provided under article 28.1, and the employee shall be entitled to a lieu day in respect of the holiday.
- 28.5** When any of the holidays are observed during an employee's scheduled vacation period, the employee shall be paid for the holiday, or at his discretion the employee may take another day off with pay in lieu of the

holiday. The employee must indicate when he shall take the extra day at the time his vacation is scheduled.

If an employee working an eight (8) hour steady day shift schedule is required to work on a holiday, the employee may request to take a lieu day.

If an employee working an eight (8) hour steady day shift schedule and a holiday falls on the weekend, the employee may be scheduled for a day in lieu on the first shift following the holiday. If the employee is not scheduled for a day in lieu the employee may request to take a lieu day.

In all cases of lieu day entitlements the employee must first request to his Supervisor in advance of the holiday occurring, and the lieu day must be taken within three (3) months of the holiday. Payment for the lieu day shall be made when the day is taken.

Article 29

BEREAVEMENT PAY AND JURY DUTY

29.1 An employee absent from work due to the death and attendance at the funeral of a spouse, partner, child, parent, brother, sister, grandparents, or grandchild will be paid bereavement pay for time not worked up to a maximum of three (3) days but such time shall not extend beyond two (2) days following the date of the funeral or memorial service. This allowance will only be made where the circumstances require the employee's absence from work in connection with the bereavement.

An employee absent from work due to the death and attendance at the funeral of a mother-in-law, father-in-law, step father or step mother, legal guardian, sister-in-law, brother-in-law, will be paid bereavement pay for time not worked up to a maximum of two (2) days but such time shall not extend beyond one day following the date of the funeral or memorial service. This allowance will only be made where the circumstances require the employee's absence from work in connection with the bereavement.

29.2 Employees who are called for jury duty or subpoenaed as a witness shall, upon presentation to the Company of the appropriate proof of service, receive their regular earnings for regularly scheduled shifts for all days on jury duty or as a subpoenaed witness. The employee must turn in to the Company the jury fees or witness fees he received.

Article 30

DIVERSITY IN EMPLOYMENT

30.1 The Company and the Union value both cultural and gender diversity and are committed to promoting diversity in all aspects of labour relations and the workplace.

30.2 The Company will promote cultural and gender diversity through its recruitment process while seeking the most qualified candidates.

30.3 The Union will promote diversity throughout its ranks and will make every effort to establish and maintain both cultural and gender diversity in its Bargaining Unit Executive Committee, Grievance Committee, Joint Health and Safety Committee and Stewards.

Article 31

GENERAL

- 31.1** Whenever the male gender is used within this Agreement it is agreed that the feminine gender is an acceptable substitute wherever and whenever it is applicable.
- 31.2** Whenever the singular is used throughout this Agreement it is agreed that the plural is an acceptable substitute wherever and whenever it is applicable.
- 31.3** The Letters of Agreement agreed to by the parties are included in, and form part of this Collective Agreement.

Article 32

TERMINATION

- 32.1** This Agreement shall become effective on the 1st of June, 2020, and shall continue in effect up to and including the 31st of May 2025.
- 32.2** Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.
- 32.3** If notice of intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or so soon thereafter as is mutually agreed.
- 32.4** If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the *Labour Relations Act*.

For the United Steelworkers of America

For Algoma Tubes Inc.

LETTER OF AGREEMENT

Contracting-Out

The parties recognize that labour requirements will fluctuate depending on market demand, production requirements, maintenance, repair, and construction, and that there may be operational circumstances of a temporary nature and peak labour force demands which cannot be met by the existing workforce. In these circumstances it may be necessary for the Company, subject to the terms of this Collective Agreement and this Letter, to retain contractors or agency employees.

Contract work is intended to permit the Company to manage short term fluctuation, and is not intended to be or to become a permanent alternative to hiring new employees into the bargaining unit. The Company will inform the Union when contracting out in the monthly Labour Management Liaison meeting as per Article 27.

The parties agree that the Company may contract for construction, maintenance assistance on scheduled down-days or emergency repair, security, office janitorial services (provided such work is not full time), and periodic heavy duty industrial cleaning services which requires specialized equipment, and similar services. In addition the Company may contract to satisfy maintenance requirements which are created by operational circumstances of a temporary nature and peak labour force demand which cannot be met by the existing workforce.

Agency employees or contractors may be utilized to meet temporary labour requirements for Production Jobs to a maximum continuous period of six (6) weeks by any contract employee for a specific task. The Union recognizes that there may be a number of separate instances where temporary operational circumstances create labour demands which cannot be satisfied by the existing workforce in production jobs, and that the six weeks maximum may be reapplied to new tasks. However, the total number of hours of contracted or agency work in any one year shall not exceed 20,000 hours, except by mutual agreement of the Company and the Union. For the purpose of this Letter, "Production Jobs" are defined to be functions which are directly related to the production of tubes or pipes or parts, including quality and rework.

In the event that the Company must reduce the labour force and lay offs will result, the Company will review activities that are contracted out with the intent to reduce production and handling contractors replacing them with bargaining employees, as well as look to reduce any maintenance support contractors, wherever possible.

-O-

LETTER OF AGREEMENT

Contracting Out Review

In the event that the Company must reduce the labour force and lay offs will result, it is further agreed that the following activities will be reviewed with the intent of retaining the work for bargaining unit employees.

- 1) Handy-man job including yard work and painting
- 2) All greasing
- 3) Crane repairs
- 4) High pressure welding
- 5) Saw blade sharpening
- 6) Cluster, cylinders and bar steadier's repairs
- 7) Forklift repairs
- 8) Carpenter work
- 9) All other work agreed to review

LETTER OF AGREEMENT

Humanity Fund

The Company agrees to deduct \$0.02 (two cents) per hour from the wages of all employees in the bargaining unit for all hours worked each pay period. Prior to the 15th day of the following month the Company will remit the amount deducted to the "Humanity Fund" at the United Steelworkers of America, National Office, 7th Floor, 234 Eglinton Avenue East, Toronto, Ontario, M4p 1K7. The Company agrees to provide the Humanity Fund with the names of all employees, together with the amount deducted for each, on whose behalf the payment has been made.

-O-

LETTER OF AGREEMENT

Health and Safety Manuals & Practices

The Company acknowledges the Health and Safety Manuals and lock-out procedures established for the tube mill. The Company agrees to implement the job safety practices and procedures as outlined in the Manuals until such time as the Manuals are updated, revised, or replaced by the Joint Health and Safety Committee.

The Union acknowledges that some issues related to health and safety are the Company's responsibility, and the Union agrees that there are parts in the Health and Safety Manuals for which there may be no requirement for joint agreement to modify them.

-O-

LETTER OF AGREEMENT

Medical Examination

Re: Interpretation and application of Article 25.4 - Medical examination

The parties understand that Article 25.4 is not intended to provide the Company greater rights to require medical examinations than those rights it may have under the relevant legislation.

- O -

LETTER OF AGREEMENT

Continuous Improvement

Re: Article 26

The parties agree that the awards for participation in group activities related to Continuous Improvement will not take the form of cash payments. If the Company wishes to introduce a gainsharing program, which includes the opportunity of additional compensation for employees, such a program will be negotiated with the Union.

- O -

LETTER OF AGREEMENT

Hiring guidelines for Maintenance Specialized Operator Category

The Company may hire employees directly into the Specialized Operator categories in cases where the necessary skills (i.e. ticketed persons) are not available among existing employees, and the training of existing employees would not be concluded in time to meet the Company's requirements. Such hiring will not eliminate or reduce the training opportunities for current employees. Prior to hiring such employees the Company will inform the Union and discuss with the Union the necessity and alternatives for such purposes.

-O-

LETTER OF AGREEMENT

Apprenticeship for Trades

Separate from the training program referred to in Article 25, the Company agrees to continue to provide an Apprenticeship Program that covers all maintenance employees who perform tasks for which the possession of a trade ticket is required.

The Apprenticeship program includes specific standards, methods of training, definitions, eligibility requirements and term of apprenticeship in accordance with the standards set by the Ministry of Training, Colleges and Universities. The general provisions of the program will be administered as agreed to on June 1, 2009.

Apprenticeship wages are outlined in Schedule "A".

Eligible employees will be credited for equivalent hours as per the Ministry of Training, Colleges and Universities.

When available the Company will post internally for apprenticeship opportunities. The Company and Union agree to the following selection criteria.

1. The employee must apply for the apprenticeship posting.
2. The employee must possess a minimum of a high school diploma or GED.
3. Employees must successfully complete the corresponding aptitude test by obtaining a minimum overall score of 50% and a minimum score of 70% in the mechanical section.
4. Preference will be given to employees that possess a minimum of two years post-secondary education in a related trade.
5. Employees without related post-secondary education but that have met the criteria outlined above shall be selected on the basis of seniority.

LETTER OF AGREEMENT

Training Curricula

The Company will define training curricula per different areas.

The content of those areas will be based on technical needs, Health and Safety rules and practices, processes or technological improvements among others, in order to maximize the experience and expertise accumulated by the employees during their progression and therefore increase the Company's productivity.

The training curricula is also intended to provide the employees with an understanding of the necessary skills and knowledge required to progress through the specialties and categories.

When scheduling the different activities the Company will use those areas as a reference. The areas will be published in a document issued by the Company on a yearly basis posted in the plant and informed to the Union.

-O-

LETTER OF AGREEMENT

Safety Captain

The Company and the Union agree to have Health & Safety Captains in the plant who will be trained. The appointment of current Health & Safety Captains and appointment of future Health & Safety Captains will be reviewed by the Joint Health & Safety Committee. Definitions and functions of Safety Captains will be developed by the Joint Health & Safety Committee. For the purpose of this letter a Safety Captain is an employee acting as a reference in Health & Safety issues in the workplace.

-O-

LETTER OF AGREEMENT

RE: Union Access to File Storage & JHSC PC Access

The Company agrees to provide the Union access to a locking file storage cabinet to be placed at a location to be determined by the Company. The filing cabinet is for Union correspondence and other related confidential information which is and will only be accessible by the Union.

The Company agrees to provide the JHSC representative's to a dedicated PC in order for them to carry out their responsibilities outlined under Article 23 Health, Safety and Environment.

LETTER OF AGREEMENT

RE: TWENTY AND TWENTY-ONE TURN SCHEDULES

The Company and the Union agree that the following is not intended to impact the Company's Management Rights, particularly those outlined in Article 2.

Where an operational area is required to work a twenty (20) or twenty-one (21) turn shift schedule the area will work a (12) hour shift schedule. The Company will not arbitrarily require employees in areas requiring twenty (20) or twenty-one (21) turn continuous operations to revert back to eight (8) hour shifts.

LETTER OF UNDERSTANDING:

Banking of Overtime

Overtime hours may be banked to provide employees with paid time off. As a general rule banked hours must be taken during periods of layoff. Prior to September 1 of each year interested employees will sign the appropriate form to request that the Company bank their overtime hours.

Banked overtime hours are subject to the following conditions:

1. Overtime banked will be credited with the applicable premium rate for each hour of overtime worked.
 - a. Examples of banked hours:
 - i. 1 hour at 1 ½ = 1 ½ hours banked.
 - ii. 1 hour at 2 = 2 hours banked.
2. Employees may bank up to a maximum of one hundred and sixty (160) hours.
3. Overtime hours worked beyond the maximum will be paid out as they are earned.
4. On the first pay period after September 1 of each year any remaining banked hours will be paid out.
5. All outstanding banked overtime hours shall be paid out upon termination of employment.
6. Health and Dental benefits will continue when the employee withdraws the banked hours during a period of layoff.
7. Employees will not be covered for long term disability, short term disability, and life insurance when the employee withdraws the banked hours during a period of lay off.
8. Pension contributions will be paid to the pension plan when an employee withdraws the banked hours.
9. The Company will track the banked hours and upon request will provide employees with current balance.

LETTER OF AGREEMENT:

Training Related to Layoff - Article 17

In the event that a senior employee does not already possess the necessary skills and abilities to continue working during a layoff and there is a junior employee scheduled to work, the Company will develop specific training for the senior employee so that he can safely perform the basic operations of the position provided that this is a Supporter position or that the specific training can be performed in two (2) weeks or less.

The Company will provide the Union with an updated copy of the positions annually no later than September 30 of each year.

The expected layoff duration must be at least thirteen (13) calendar days in duration and the senior employee must be physically capable of performing the tasks associated with the position.

SCHEDULE "A"

This Schedule describes some of the elements which form part of compensation and includes conditions with respect to entitlement.

STD HOURLY WAGE

Employees shall receive a Standard ("STD") Hourly Wage for each hour of work. The applicable rates are set forth in the table hereto.

SPECIALTIES AND PROMOTIONS. GENERAL PRINCIPLES

The Company has created specialties within each category and has developed tests based on a defined curricula and Health and Safety practices related to training areas as a condition for progression in each of the specialties. Each employee will be entitled to apply for qualification for a maximum of 3 specialties.

The specialties are meant to enhance the knowledge and expertise within each category and also to provide the employees the opportunity to understand the complete process by performing tasks in other categories.

Classroom and on-the-job training will be used depending on, among others, the operational scheduling limitations and training availability.

The major factor in the scheduling of jobs will be operational requirements and the need to assure that all jobs are filled by employees with the necessary skills and experience. The Company will attempt to schedule employees on activities that assist in achieving their specialties or categories, and which relate to the training curricula.

Payment for specialties will be made after employees have successfully completed the mandatory hours and necessary tests. Such tests will be based on a defined curricula related to each training area.

Employees who have accumulated the required hours must notify the Company (on the appropriate form) that they are prepared to write the necessary test. Payment should be made retroactive to the date of the formal request for examination, provided that the test is successfully completed.

In the event that the employee does not successfully pass the test he will not be eligible to apply to write a new test for a period of 90 days. After that period the employee may submit a new formal request. Upon successful completion of the test, payment will be retroactive to the date of the most recent formal request.

Two of the three specialties in each category shall include activities normally related to different category.

The hours necessary to fulfill the experience requirements are set forth in the table attached below.

Hours employees have worked prior to June 1, 2009 will be applied to meet the hours requirements for the achievement of a specialty or category.

PAYMENT FOR FIRST SPECIALTY

The first specialty is designed to promote an understanding of the specific tasks required within the employee category, and a basic understanding of how those tasks fit into the overall production process. The first specialty shall require experience on tasks which are within the employee's current category.

In order to fulfill the requirements of the first specialty, the Company will provide classroom, or on-the-job training, or a combination of both, depending on, among others, the operational scheduling limitations and training availability.

PAYMENT FOR SECOND SPECIALTY

The second specialty is designed, to further expand the necessary skills within the category, and to complement this knowledge by performing activities within other categories.

In order to be entitled for the second specialty, it is required that the hours worked in other categories shall complete a minimum of 200 hours of the total hours defined for the second specialty or the necessary hours of classroom training, or a combination of both, depending on, among others, the operational scheduling limitations and training availability.

PAYMENT FOR THIRD SPECIALTY

The third specialty is designed, to further expand the necessary skills within the category, and to complement this knowledge by performing activities within other categories.

In order to be entitled for the third specialty, it is required that the hours worked in other categories shall complete a minimum of 200 hours of the total hours defined for the third specialty or the necessary hours of classroom training, or a combination of both, depending on, among others, the operational scheduling limitations and training availability.

PROMOTIONS TO OPERATOR OR SPECIALIZED OPERATOR

After achieving three specialties employees are eligible for promotion to a higher category under the rules and procedures set forth in Article 14. Employees will qualify for promotions after completing 1000 hours of work experience in activities which are in a higher category and successfully complete the required tests.

	Supporter	Operator	Specialized Operator
First Specialty	1100 Hrs.	1200 Hrs.	2000 Hrs.
Second Specialty	900 Hrs.	1200 Hrs.	2000 Hrs.
Third Specialty	900 Hrs.	1200 Hrs.	2000 Hrs.

Category	Y1	Y2	Y3	Y4	Y5
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Supporter STD Hourly Wage	\$ 22.21	\$ 22.65	\$ 23.10	\$ 23.57	\$ 24.04
First Specialty	\$ 22.81	\$ 23.25	\$ 23.70	\$ 24.17	\$ 24.64
Second Specialty	\$ 23.41	\$ 23.85	\$ 24.30	\$ 24.77	\$ 25.24
Third Specialty	\$ 24.01	\$ 24.45	\$ 24.90	\$ 25.37	\$ 25.84
Team Leader	\$ 25.11	\$ 25.55	\$ 26.00	\$ 26.47	\$ 26.94
Operator STD Hourly Wage	\$ 25.02	\$ 25.52	\$ 26.03	\$ 26.55	\$ 27.08
First Specialty	\$ 25.64	\$ 26.14	\$ 26.65	\$ 27.17	\$ 27.70
Second Specialty	\$ 26.26	\$ 26.76	\$ 27.27	\$ 27.79	\$ 28.32
Third Specialty	\$ 26.88	\$ 27.38	\$ 27.89	\$ 28.41	\$ 28.94
Team Leader	\$ 28.78	\$ 29.28	\$ 29.79	\$ 30.31	\$ 30.84
Spec. Operator STD Hourly Wage	\$ 27.92	\$ 28.48	\$ 29.05	\$ 29.63	\$ 30.22
First Specialty	\$ 28.77	\$ 29.33	\$ 29.90	\$ 30.48	\$ 31.07
Second Specialty	\$ 29.62	\$ 30.18	\$ 30.75	\$ 31.33	\$ 31.92
Third Specialty	\$ 30.47	\$ 31.03	\$ 31.60	\$ 32.18	\$ 32.77
Team Leader	\$ 33.17	\$ 33.73	\$ 34.30	\$ 34.88	\$ 35.47

TRADE RATE "A"

An hourly premium of \$3.20 called "**Trade Rate A**", shall be paid to "*Ticketed Employees*" within maintenance in addition to the highest level of specialization and in accordance with the following conditions:

"*Ticketed Employee*" is defined as a person who possesses provincial or inter-provincial certification (license/ ticket) indicating that he has acquired the knowledge and the skill to perform relevant tasks as determined by the Company.

The Ticketed person must provide proof of competency (license/ ticket) in the respective trade as outlined below.

- Industrial Electrician
- Construction and Maintenance Electrician
- General Machinist
- Heavy Equipment Mechanic
- Instrumentation Technician
- Construction Millwright
- Industrial Millwright
- Steamfitter
- Plumber

"**Trade Rate A**" premium shall be conditional upon the effective performance of a task related to the relevant certification and will be paid on a bi-weekly basis.

The **Trade Rate "A"** premium will increase to \$3.40 per hour effective June 1, 2022, \$3.60 per hour effective June 1, 2023 and \$3.80 per hour effective June 1, 2024.

APPRENTICESHIP RATE

An hourly apprenticeship rate of \$.25 shall be paid based on eight (8) equal periods of 1,000 hours in duration to maintenance employees enrolled in the apprenticeship program up to a maximum of \$2.00. Payment of this premium is conditional upon continued participation and completion of the apprenticeship program. The terms and conditions of the apprenticeship program will be outlined separately and as per the Letter of Agreement re: Apprenticeship Program.

Period	Rate
1 (1,000 hrs)	\$ 0.25
2 (1,000 hrs)	\$ 0.25
3 (1,000 hrs)	\$ 0.25
4 (1,000 hrs)	\$ 0.25
5 (1,000 hrs)	\$ 0.25
6 (1,000 hrs)	\$ 0.25
7 (1,000 hrs)	\$ 0.25
8 (1,000 hrs)	\$ 0.25

Employees enrolled in the apprenticeship program will be eligible to fulfill the requirements of the specialties in accordance with Schedule "A".

"ON CALL"

\$100 per week in accordance with the terms specified in Article 20.

CRITICAL SERVICES:

\$0,25 per hour of work in accordance with the terms specified in Article 21.

ADDITIONAL PAYMENT FOR SHIFT PREMIUM

A Shift Premium of \$0,30 per hour shall be paid for hours of work between 7:00 p.m. and 7:00 a.m.

A Premium of \$0,35 per hour shall be paid for hours of work on Saturday and Sunday (Shift Premium will also apply in case of Saturday and Sunday shift between 7:00 p.m. and 7:00 a.m.).

SEVERANCE PAYMENT

A Severance payment will be paid to Bargaining Unit employees with at least five (5) years of service and payable upon termination and abandoning re-call rights.

The Severance payment shall be an amount equal to one week of regular wage per year of service with no maximum.

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SCHEDULE "B-1"

The Company agrees to pay the premiums associated with the provisions of the benefits described in a policy of insurance between the Company and its insurance carrier. Should the insurance carrier be changed the Company will provide the same benefits. Those benefits, as described in the policy, relate to basic life insurance, weekly indemnity, long term disability, health insurance and dental coverage, all subject to the terms and conditions of the aforesaid policy, a summary of which is as follows:

ELIGIBILITY	Full time employees after 3 month service
DEPENDENT ELIGIBILITY	Legally married or common-law spouse after 12 months cohabitation (including same sex relationships) Dependent children under 21
BASIC LIFE INSURANCE	1 x annual earnings, subject to a minimum of \$30,000.00 \$10,000 for retirees
ADD	1 x annual earnings Minimum \$30,000
WEEKLY INDEMNITY	60% weekly earnings Maximum \$540/week 26 weeks 1 st day accident 1 st day hospitalization 4 th day illness
LONG TERM DISABILITY	60% monthly earnings after 26 weeks Maximum \$2,500/month 2 year own occupation definition of disability. 3/12 pre-existing conditions limitations. CPP offsets
DEDUCTIBLES HEALTH INSURANCE	Hospital - None Drug - \$25 annually for family or single Others - None
REIMBURSEMENT	Hospital - 100% Drug - 100% Others - 90% Out of country - 100%
MAXIMUM BENEFIT	Unlimited \$1,000,000 out of Canada
PRESCRIPTION DRUGS	Pay Direct Drug Card - legally requiring a prescription
HOSPITAL	Semi-private to \$200/day
PARAMEDICAL	\$300/year per practitioner

VISION CARE	\$300 every 24 months.
DENTAL Deductible Reimbursement	None 100% Basic no cap 80% Major with \$1,500 annual cap
Orthodontic Maximum Fee Guide	50% for dependent under 21 \$1,400/annual cap per patient up to date ODA fees

- Life Insurance coverage commences immediately upon employment (i.e. first day).
- The probationary period provided in the collective agreement (including any Letters of Agreement) does not extend the 3 month service eligibility requirement.
- Drug benefit coverage will be provided up to the end of the month in which the layoff occurred.
- The Company agrees to meet with representatives of the Steelworkers Trusted Benefit Plan and to examine the possibility of entering into an arrangement with that Plan for the provision of benefits.

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SCHEDULE "B-2"

PENSION PLAN

1. The Employer shall contribute a fixed amount of \$2.75 per Hour the first year of this collective agreement; \$2.80 per Hour the second year; \$2.85 per Hour the third year, \$2.90 per Hour the fourth year, \$2.95 per Hour the fifth year Worked to the Steelworkers members Pension Benefit Plan – Plan B on behalf of each employee for each pay period, during the life of the present Collective Agreement.
2. Pension contributions will be made for employees who are in receipt of benefits from the WSIB or from the weekly indemnity or long term disability plans at a rate of 40 hours per week according to the following schedule:
 - for employees who have completed probation, but have less than five (5) years of service, contributions will be continued to a maximum of two (2) years;
 - for employees who have completed five (5) years of service, but not fifteen (15) years, contributions will be continued to a maximum of four (4) years;
 - for employees who have completed fifteen (15) years of service, contributions will be continued to age 55.
3. Notwithstanding Items 1 and 5 of this Schedule, pension contributions are not payable for employees who are in their probationary period. Upon completion of probation the Company will make a retroactive payment for all hours retroactive to the ninety (90) days after the date of hire.
4. The Union agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest, reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.
5. The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.
6. The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to

properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

For further specificity, the information required for each employee is as follows:

i) To be Provided and Commencement of Participation for Each Employee:

Date of Hire
Date of Birth
Date of Birth Contribution
Address
Social Insurance Number

ii) To be Provided with each Remittance of Contributions for each Plant Participant:

Name
Social Insurance Number
Amount of Remittance
Hours Earned

iii) To be Provided Initially and on a Status Change:

Full Address as Provided to the Employer
Commencement Date of Employment (MMDDYY)
Termination Date of Employment (MMDDYY)
Retirement Date
Date of Death
Gender

iv) To be Provided Once Per Year After Year End - Summary Date:

Name
Social Insurance Number
Total Amount Remitted for Year
Total Hours Earned for Year

7. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Steelworkers Members Pension Benefit Plan dated January 22nd, 1991, amendment approved on February 10th, 1998; amendment approved on March 3rd, 2000; amendments (2) approved on September 3rd, 1999; amendment approved on July 24th, 1998; amendment approved on October 16th, 1998, which established the Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be

amended from time to time. The Employer will be provided with copies of all such amendments, rules and regulations. In the event that at any time the Plan does not have sufficient assets to permit continued payment under the Plan, nothing contained in the Collective Agreement, Plan or the Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement.

8. The Employer agrees into a Participation Agreement with the Trustees of the Plan in the form attached hereto, and which shall be consistent with the terms of the Collective Agreement.
9. The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

10. **Definitions**

For the purpose of the Pension only, the following term is defined as follows:

“Hours of Work” - means all hours for which an employee receives wages and includes hours for vacation, paid holidays, and approved Union leave. Pension contributions for overtime hours will be made on a straight time basis.

“Employer” - means the Company as defined in the Collective Agreement.

“Employee” - means any person employed by the Employer under the terms of the present Collective Agreement.

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SCHEDULE "C"

GAINSHARING PROGRAM

Effective June 1, 2017 a Gainsharing Program shall be instituted that shall be paid monthly, according to the following formula:

The maximum calculation shall be 4% for operational efficiency, 2% for CTT, 4% for safety and 4% for quality.

The Gainsharing calculation will be made as follows:

Each month the Company agrees to provide the Union Executive with the results of the previous month for review and the estimated targets for the next month. . The Company shall post these same stats in the mill.

All of the information is subject to the confidentiality policies of Tenaris and the Tenaris Code of Conduct.

The Union Executive will be permitted information related to how the stats are created and will be allowed to provide input.

In the event that a single incident causes a gainsharing KPI to result in a 0% payout the Company agrees to provide the designated Union Representative with the relevant information from the investigation and he shall be permitted to provide input.

Payment of gainsharing

The Gainsharing shall be paid monthly. The payment calculation shall be made during following month and payment thereof shall be made effective at the end of that month.

In the event that an employee has his employment terminated, the Company agrees to pay the employee any earnings related to the gainsharing that may have occurred prior to the termination.

Qualifying gross pay shall include regular straight time earnings, Observed holiday pay, and Overtime earnings, and Union business on/off property.

Key Performance Indicators

1. Safety KPI will be calculated as follows:

Injuries

- Accident that has a visit to a medical professional and requires a prescribed treatment
- Condition - No payout if there is a Lost Time Injury Contractors and salaried workers are not included in the calculation.

Safety		
	#	Payout
Injuries	2	0%
	1	1%
	0	4%
Lost Time	1	0%

2. Quality KPI will be calculated as follows:

- % of scrapped or downgraded pipe compared to total # of pipe inspected
- Condition - No Payment if there is a critical claim accepted

Quality		
	Ranges	Payout
Min	80%	0%
Std	100%	2%
Max	110%	4%
Critical Claim	1	0%

3. Efficiency KPI will be calculated as follows:

Possible Utilization

- Time measurement: % of time the line is running compared to time where the line has a crew scheduled to work

Efficiency (Poss Util)		
	Ranges	Payout
Min	90%	0%
Std	100%	2%
Max	105%	4%
Mix		
HRM	40%	
HTR	20%	
Fin#2	40%	

4. CTT (Charge to Thousand) will be calculated as follows:

- Amount of steel required to make 1000 kg of pipe.

$$CTT = (\text{Tns of Steel Bars}) / (\text{Tns of Finishing Pipe})$$

CTT		
	Ranges	Payout
Min	90%	0%
Std	100%	1%
Max	105%	2%

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Schedule "D"
List of Jobs Associated with Categories

<i>Job</i>	<i>Area</i>	<i>Category</i>
NDT (EMI - UT) Operation	Finishing #1	A
Premium Thread Inspection	Finishing #1	A
Spell Man Activities	Finishing #1	A
Team Leader	Finishing #1	A
Threader CNC Lathe Operation	Finishing #1	A
Tool Crib Operation	Finishing #1	A
WMS Operation	Finishing #1	A
NDT (EMI - UT) Operation	Finishing #2	A
Spell Man	Finishing #2	A
Team Leader	Finishing #2	A
Threader PMC Operation	Finishing #2	A
Tool Crib Operation	Finishing #2	A
WMS Operation	Finishing #2	A
Tooling Maintenance Stands Build Up	Heat Treatment	A
Quenching System Operation	Heat Treatment	A
Re-Size Mill - Straightener Operation	Heat Treatment	A
Spell Man Activities	Heat Treatment	A
Team Leader	Heat Treatment	A
Furnace Operation	Heat Treatment	A
Tooling Maintenance Lathes Operation	Hot Mill	A
Tooling Maintenance Repairs & Inspection	Hot Mill	A
Tooling Maintenance Stands Build Up	Hot Mill	A
Cold Saws Operation	Hot Mill	A
MPM Operation	Hot Mill	A
Piercer Operation	Hot Mill	A
Spell Man Activities	Hot Mill	A
SRM Operation	Hot Mill	A

Team Leader	Hot Mill	A
Furnace Operation	Hot Mill	A
Team Leader	INCO	A
Electrical BMG	Mtce. BMG	A
Instrumentation BMG	Mtce. BMG	A
Mechanical BMG	Mtce. BMG	A
Team Leader	Mtce. BMG	A
Machine Shop	Mtce. Central Services	A
Mechanical Shops	Mtce. Central Services	A
Mobile Shop	Mtce. Central Services	A
Team Leader	Mtce. Central Services	A
Electrical Patrol	Mtce. Patrol	A
Mechanical Patrol	Mtce. Patrol	A
Team Leader	Mtce. Patrol	A
Gauge Room Operation	Quality	A
Laboratory Operation	Quality	A
Premium Thread Inspection	Quality	A
Quality Inspection (VERI-COFI-GI)	Quality	A
Team Leader	Quality	A
Team Leader	Yard Operation	A
Water Treatment Plant Operation	Mtce. Central Services	A (CS)
Team Leader	Building Services	A
Crane Operation	Finishing #1	B
Cut Off Operation	Finishing #1	B
Hydraulic Tester Operation	Finishing #1	B
Prove Up / MPI Operation	Finishing #1	B
Screw On Operation	Finishing #1	B
Straightener Operation	Finishing #1	B
Swaging Operation	Finishing #1	B
API Thread Inspection	Finishing #2	B
Crane Operation	Finishing #2	B
Cut Off Operation	Finishing #2	B
Hydraulic Tester Operation	Finishing #2	B
Prove Up / MPI Operation	Finishing #2	B
Screw On Operation	Finishing #2	B

Straightener Operation	Finishing #2	B
Cooling Bed HM - HT Inspection (Sampling - Inspection - Etc)	Heat Treatment	B
Crane Operation	Heat Treatment	B
Billet Cutting Operation	Hot Mill	B
Cooling Bed HM - HT Inspection (Sampling - Inspection - Etc)	Hot Mill	B
Crane Operation	Hot Mill	B
Hot Mill Millhand (Mandrels - Plugs - Lubricants - Samples - Etc)	Hot Mill	B
Prove Up / MPI Operation	Hot Mill	B
Auditor	INCO	B
Spellman	INCO	B
Crane Operation	INCO	B
Notch making (Preparation/Inspection of NDT samples - NDT Tooling repairs)	Mtce. Central Services	B
Crane Operation	Quality	B
Prove Up / MPI Operation	Quality	B
Warehouse Operation	Warehouse	B
Mobile Equipment Operation (Articulated Loader/Pettibone/Ross Carrier/Yard lift/Locomotive)	Yard Operation	B
Coating Area Operation	Finishing #1	C
Fork Lift Operation	Finishing #1	C
Mill Operator	Wld	A
Changeover Person	Wld	A
Ultrasonic Inspector	Wld	A
Electrician	Wld	A
Millwright	Wld	A
Uncoiler/Accumulator	Wld	B
Pipe Inspector	Wld	B
Yard Pipe Inspector	Wld	B
End Cropper	Wld	B

Crane	Wld	B
Hydrotester	Wld	B
Uncoiler/Recoiler	Slitter	B
Slitter/Changeover	Slitter	B
Yard Machines	Wld	B
Coil Machine	Wld	B
Coil Crane	Slitter	B
Forklift	Wld	C
Beveller	Wld	C
Stocker	Wld	C

*** List to be reviewed on a yearly basis by the Company**

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To all Algoma Tube's employees

It is Algoma Tube's objective that every employee shall have a safe place to work. Safety is a primary responsibility and there will be no compromise with the Health and Safety of any employee.

This requires that:

1. Management shall ensure safety procedures and practices are written and current
2. Supervisors and team leaders ensure that employees under their direction understand and follow the safety rules and procedures
3. Employees have the responsibility to follow the rules and safety procedures, maintain a safe workplace and report any unsafe condition to their supervisor or team leader
4. All safety equipment required by legislation or company rules must be used by all employees

The company is committed to a joint and co-operative approach to Health and Safety in the workplace, an approach that recognizes the full involvement of all employees.

It is Algoma Tube's belief that acceptance and practice of these fundamental safety practices by both management and workers will improve teamwork and improve attitudes and assure the success of the corporation and our Safety Program.