

COLLECTIVE AGREEMENT

BETWEEN

HARSCO
METALS

AND

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

ON BEHALF OF LOCAL UNION NO. 8782

PRODUCTION AND MAINTENANCE EMPLOYEES

PLANT 17 - U. S. STEEL LAKE ERIE WORKS, ONTARIO

6/22/2015 – 6/21/2020

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THIS AGREEMENT made this 15th day of July, 2015, by and between

HARSCO METALS CANADA

DIVISION OF HARSCO CORPORATION

(hereinafter referred to as the "Company")

and

UNITED STEELWORKERS

(hereinafter referred to as the "Union")

representing a unit of employees at the Company's Plant 17

HARSCO METALS CANADA, Division of Harsco Corporation

SECTION 1 - INTENT AND PURPOSE

1.01

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

1.02

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

- (a) Periodic meetings will be held between a Committee representing the Site Manager and a Committee representing the Executive of the Union.
- (b) Such meetings will be held once every three (3) months at a mutually convenient date and time, and more frequently on urgent matters as may be requested from time to time by either party at a mutually convenient date and time.
- (c) The purpose of such meetings will be to discuss general matters of mutual concern arising out of the administration of the Agreement, as well as other matters of mutual concern affecting the interests of the Company and the employees. It is understood, however, that such meetings are not intended to replace or interfere with the established collective bargaining procedures, the grievance procedure, or other established procedures for administration of the Agreement.

1.03

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

SECTION 2 - RECOGNITION OF UNION

2.01

The Company recognizes the Union as the certified collective bargaining agency for all the hourly and production employees of the Company at its 17 but excepting:

- (a) Foremen
- (b) Persons above the rank of foremen
- (c) Office and Sales staff
- (d) Positions that require access to confidential or financial information

The term "employee" or "employees" as used in this Agreement shall mean only such persons as are included in the above-defined bargaining unit. 2.02

Any difference which arises between the Union and the Company as to whether a person is in the said bargaining unit may be treated as a grievance and dealt with under the procedure for adjusting grievances set forth in Section 16 hereof. 2.03

The parties agree that: 2.04

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

Company.

It is recognized that the Company may place non-bargaining unit personnel on bargaining unit jobs for the following reasons: 2.05

- (a) For experimental purposes.
- (b) In the interest of safety.
- (c) For the detection of operational problems.
- (d) To provide training for non-bargaining unit positions.
- (e) In cases of emergency.
- (f) Whenever conditions arise, relevant to the Company's commitment to its customer, which requires the Company to lease or rent its equipment to the customer without a Company operator. It shall be understood that the intent of this sub-paragraph (f) is not to permit non-bargaining unit employees of the Company to operate such equipment unless as provided in sub-paragraph (e) of this sub-section 2.05.

It is understood that employees will not be displaced thereby, excepting as in Item F, and nothing herein shall be deemed to waive the provisions of Section 14. The Company will advise the Union when such circumstances occur. 2.06

SECTION 3 - MANAGEMENT'S RIGHTS

Except as specifically abridged, delegated, granted, or modified by this Agreement, all the rights, powers, and authority of management are exclusively and without limitation within the rights of management and the Union recognizes and agrees that it is the exclusive function and the right of the Company to manage the industrial enterprise or enterprises in which the Company is from time to time engaged. Without restricting the generality of the foregoing, management's functions shall include: 3.01

- (a) The right to maintain order, discipline, and efficiency and in connection therewith to adopt and put into effect and post reasonable rules and regulations which will not be used for the purpose of discrimination against any employee or to avoid the provisions of this Agreement; the right to discipline and discharge employees for just cause. The right to discipline and discharge employees for just cause and the

reasonableness of rules may be the subject matter of a grievance and dealt with as hereinafter provided.

- (b) The right to select, hire, transfer, promote, assign to shifts, demote, classify, layoff, recall; and the selection of employees for positions excluded from the bargaining unit.
- (c) The right to determine the location and operation of plants and their expansion or curtailment, the direction of the working forces, the products to be manufactured, subcontracting of work, the schedules of production, the number of shifts, the methods, processes, and means of production.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, company tools, and equipment shall be vested in the Company.

SECTION 4

COLLECTION OF UNION DUES AND HUMANITARIAN FUND

The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. 4.01

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator. 4.02

The remittance and the R-115 form shall be accompanied by a statement containing the following information: 4.03

- a). A list of the names of all employees from whom dues were deducted

- and the amount of dues deducted;
- b). A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in article .02 in such form as shall be directed by the Union to the Company.

The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article. 4.04

The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year. 4.05

The Company agrees to deduct on a bi-weekly basis the amount of not less than one cent (\$0.01) per hour from the wages of all employees in the Bargaining Unit for all hours worked and, prior to the 15th of the month following, to pay the amount deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request. 4.06

A statement showing the names of each employee from whose pay deductions have been made shall accompany the monthly remittance and the total amount deducted for the month. This statement shall also show the total gross earnings and hours worked. Such statement shall also list the names of the employees from whom no deductions have been made, the reasons why, along with any forms required by the International Union. 4.07

The Union agrees to indemnify and save the Company harmless against all claims or 4.08

other forms or liability that may arise out of, or by reason of, deductions made or payment made in accordance with this Section.

SECTION 5 – UNION SECURITY

All employees shall become members of the Union within thirty (30) days of their employment and remain in good standing as a condition of employment. 5.01

SECTION 6 - NO STRIKES OR LOCKOUTS

There shall be no strikes, work stoppages, slowdown, interruption, or impeding of work during the period of this Agreement. There shall be no lockouts during the period of this Agreement. 6.01

SECTION 7 - HOURS OF WORK AND OVERTIME

This section provides the basis for the calculation of any payments for overtime; and for establishing work schedules; but, shall not be read or construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week. The workday shall be the twenty-four (24) hour period beginning with the time the employee commences work and the workweek shall be the seven (7) day period beginning on Monday at the hour at which the day shift commences at the plant. 7.01

Hours of Work: 7.02

- (a) The normal workday shall be eight (8) hours, which will include twenty (20) minute paid lunch period.
- (b) The normal workweek shall be any five (5) normal workdays within a workweek.

The work pattern shall be five (5) consecutive workdays beginning on the first (1st) day of any seven (7) consecutive day period and may begin on any day of the calendar week and may extend into the next calendar week. Scheduled days off shall be arranged consecutively. The Company may increase or decrease the number of shifts or days on or during which employees may be scheduled, but all employees shall be scheduled on the basis of work pattern except where: 7.03

- (a) Such schedules regularly would require the payment of overtime;

- (b) Deviations from the work pattern are necessary due to breakdowns or other conditions beyond the control of the Company.

Schedules of work for each calendar week shall be posted or otherwise made known to employees by Thursday of the preceding week. 7.04

Schedules may be changed by the Employer at any time, provided however, that where an employee's schedule is changed after 2:00 p.m. Thursday of the week preceding the calendar week in which the change is to be effective, he/she shall be entitled to overtime rates for straight time hours worked on his/her first rescheduled shift. Where an employee's schedule is changed under this clause the company will advise the employee at the earliest practical time prior to the change. 7.05

The Company will provide a paid lunch period of not less than twenty (20) minutes and such lunch period will be scheduled within the middle four (4) hours of the shift. Employees working more than four (4) hours in excess of their normal shift shall be permitted a twenty (20) minute paid lunch period. 7.06

OVERTIME

Regular posted scheduled days off will be paid at time and one-half (1-1/2). 7.07

Hours worked in excess of eight (8) hours in a twenty four (24) hour period will be considered to be overtime hours. Such overtime hours will be paid at time and one-half (1 ½) provided the employee works their full scheduled work week. Any unscheduled absences will result in such overtime hours being paid at straight time until the total hours worked for the week exceed forty (40) hours. Absences resulting from the employee being schedule off on a holiday that falls within their scheduled days, vacation time, bereavement time covered under this agreement, jury duty or union business, will not eliminate eligibility for overtime pay. Holidays falling outside their scheduled days will not count. 7.08

The hours for which statutory holiday allowance is paid as provided in Section 19 7.09

shall be deemed to be hours worked in computing overtime, provided the employee was normally scheduled to work such hours.

If an employee works the same allowance hours or an excess of eight (8) hours referred to in Paragraph 7.09, then only the hours worked will be used for the computation of overtime. 7.10

All overtime worked shall be paid for at one and one-half (1-1/2) times the regular rate of pay (standard hourly rate) on regular paydays. 7.11

Overtime work will be divided as equally as possible among employees within the particular job classification for which overtime is necessary. If no employee is available to work within the particular job classification, the next qualified employee outside of that classification with the lowest hours will be asked. A qualification list will be set up for the plant. Employees must sign the qualification list to ensure that it is correct. Where disputes arise, the employee with the dispute will be tested on the equipment and determined whether qualified or not by management. Management has the final say in all qualifications after testing. 7.12

If an employee is missed for overtime, and it is promptly called to the Company's attention, he or she will be asked for the next available in class or out of class overtime for which he or she is qualified.

Should the scheduled work available result in such employees receiving less than forty (40) hours of work per week, a reduction of forces will be made so that the remaining employees will receive no less than forty (40) hours per week. If any of the employees shall be laid off for lack of work, none of the remaining employees shall work more than forty (40) hours in any one (1) week until the laid-off employees are recalled; it being understood that the laid-off employees must be qualified to perform the work for which such overtime hours are necessary. This shall not apply, however, where emergency overtime is made necessary by reason of breakdown in equipment or other emergencies over which the Company has no control, or regularly scheduled sixth (6th) shift for employees on continuous

operations.

There shall be a thirty (30) minute minimum on overtime assigned at the end of a shift if an employee works .2 of an hour beyond the end of the shift. Overtime on 12-hour shifts will be discussed and an agreement made on how to fill overtime shifts. 7.13

There shall be no pyramiding or duplication of overtime or premium payments to the extent that hours paid for at premium rates under one provision of this Agreement shall not be counted as hours worked for the purpose of any other provision. 7.14

Employees who work in excess of two (2) hours' overtime in a workday shall be entitled to a meal allowance of three dollars and fifty cents (\$3.50). 7.15

SECTION 8 – TEN (10) AND TWELVE (12) HOUR SHIFT

Notwithstanding any of the other provisions of this Section 8, the Company and the Union agree to the implementation and operation of the ten (10) and twelve (12) hour shifts shall be governed exclusively by the terms and conditions set forth in this Section 8. 8.01

A. The terms "day" or "working day", as used in this Section 8 shall mean a regularly scheduled workday of ten (10) or twelve (12) hours. 8.02

B. The normal workday shall be ten (10) or twelve (12) hours, which will include two (2) fifteen (15) minute paid lunch periods. 8.03

C. The normal work pattern shall not apply to those on the ten (10) or twelve (12) hour schedule. 8.04

D. Regular hours scheduled and worked in accordance with the ten (10) or twelve (12) hour schedule will be paid for at straight time rates. Overtime will be paid **as follows:** 8.05

1. Hours worked in excess of ten (10) hours in a workday for employees on a ten (10) hour shift or twelve (12) hours in a workday for employees working a twelve (12) hour shift will be considered to be overtime hours and will be paid at time and one half (1 ½) provided the employee has worked their full week as scheduled. Any unscheduled absence will result in such overtime hours being paid at straight time until the hours the employee works exceed the hours the employee was scheduled for the week or 44 hours, whichever applies. Absences resulting from the employee being schedule off on a holiday that falls within their scheduled days, vacation time, bereavement time covered under this agreement, jury duty or union business, will not eliminate eligibility for overtime pay. Holidays falling outside their scheduled days will not count.

2. Time worked if an employee is notified that he is required to work on his scheduled day off, provided however, that this provision shall not apply in the case where an employee's schedule is changed to another shift or to a new working schedule which provides alternative day(s) off, or, where the employee has had unscheduled absent time in the work week.

- E. Any qualified employee transferred to the ten (10) or twelve (12) hour shift to cover vacations, sickness, etc., shall assume the ten (10) or twelve (12) hour schedule and not make a claim for overtime which would not normally arise from a similar transfer to an eight (8) hour schedule. Employees that work on temporary and vacation relief on ten (10) or twelve (12) hour shifts will be paid at time and one-half (1-1/2) for any hours worked in excess of eighty (80) hours in a two (2) week period. 8.06
- F. Employees on the twelve (12) hour schedule who work the day shift shall 8.07

be eligible for shift premium for those hours that would ordinarily be paid the afternoon shift differential. Employees on the evening shift shall be paid four (4) hours afternoon shift differential and eight (8) hours night shift differential.

- G. Either management or the employees at any plant may elect to abolish ten (10) or twelve (12) hour shifts with 30 days notice to the other party. The notice will not be applicable when management is making the change to meet a change or need of the customer. 8.08

Employees on a regular ten (10) or twelve (12) hour shift will not lose their normal straight time earnings within the framework of the present Funeral Leave Section 22. 8.09

SECTION 9 - SUNDAY PREMIUM

During the term of this Agreement, the following premium shall be paid to each employee for all hours worked during the twenty-four (24) hour period following the commencement of the day shift on Sunday, providing that such hours are not payable at overtime rates: 9.01

\$1.60 per hour

SECTION 10 – WAGES

The standard hourly wage scale of rates for the respective job classifications covered hereby are as shown in Attachment A. 10.01

Mechanic Helper or Welder Helper (Grade 2) having completed one thousand forty (1040) hours with satisfactory performance may accept promotion to Mechanic Starting or Welder Helper (Grade 4) with the understanding that they shall remain in the mechanic or welder line of progression unless they wish to return to Grade 2 and progress as provided within the terms of this Agreement. 10.02

PUNCHING OF TIMECARDS - Should an employee fail to "punch in", two-tenths of an hour's pay shall be deducted. Should an employee fail to "punch out", two-tenths of an 10.03

hour's pay shall be deducted.

In the event the Company creates new job classifications during the life of the Agreement, the Company may establish a temporary rate and put it into effect. The Union shall be notified within seven (7) workdays after the creation of the new job, and the permanent rate for this job shall be subject to negotiation between the Company and the Union if requested by the Union within fifteen (15) calendar days after being notified. The wage rate agreed upon shall be retroactive to the date on which the job was created and shall be paid to the employee who has performed the job. If the Union and the Company cannot agree on a permanent wage rate within fifteen (15) days, the Union may refer the matter within (30) additional days to the grievance and arbitration procedures

10.04

COST-OF-LIVING

The Cost Of Living provision shall remain frozen for the term of this labour agreement.

10.05

- (A) Consumer Price Index refers to the Consumer Price Index for Canada (1971 = 100 base) published by Statistics Canada.
- (B) Consumer Price Index Base refers to the Consumer Price Index for Canada for the month of March, 2003 (493.17) (published in April, 2003).
- (C) Change in the Consumer Price Index is defined as the difference between the Consumer Price Index Base and the Consumer Price Index for the months listed under D.
- (D) Adjustment Dates - Cost-of-Living Allowances shall be effective with the first pay period following the release of the Consumer Price Index for each of the following months:

June, 2006	June, 2007	June, 2008
September, 2006	September, 2007	September, 2008
December, 2006	December, 2007	December, 2008
March, 2006	March, 2007	March, 2008

- Effective on each adjustment date, a Cost-of-Living allowance of one cent (\$.01) per hour for each full .3 change in the Consumer Price Index shall be paid. 10.06
- Except as provided in Paragraph 10.09, any increase in the Cost-of-Living allowance payable (as calculated above) shall be reduced by an amount equal to the sum of all prior adjustments, if any, including any amount added to the standard hourly wage rates 10.07
- The Cost-of-Living allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums, or used as a basis for calculation of overtime. 10.08
- The continuance of the Cost-of-Living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the index for May 15, 1991 (1971 = 100 base). No adjustment retroactive or otherwise shall be made due to any revision which may be made in the index by Statistics Canada during the term of this Agreement. 10.09
- Any decrease in the Cost-of-Living allowance calculated from comparison of the Consumer Price Indices (specified in Paragraph 10.06 [D]) to the Consumer Price Index base shall reduce the net accumulated Cost-of-Living allowance payable under Paragraph 10.07 above, effective at the times specified in Paragraph 10.06 (D). 10.10
- Effective each May 14th, during the term of this agreement, any Cost-of-Living Allowance being paid as of that date shall be added to the standard hourly wage scale which becomes effective on that date and shall not thereafter be paid as a Cost-of-Living allowance. Until included in the standard hourly wage rates according to the provisions of this paragraph, the Cost-of-Living allowance will be paid for straight time hours worked and will not be paid for overtime hours, premiums, or used as a basis for calculation of overtime. 10.11

SUMMER STUDENTS

10.12

All **Harsco Metals** Canada employees on lay off will be offered vacation relief work before being offered to students. The vacation relief period will be for the months of May 1, to September 30. A student shall be allowed to work for four months only and be paid \$4.00 per hour less than the Grade 1 rate and for all other work shall be paid the rate of the job that he/she is performing. **Harsco Metals** Canada employees refusing vacation relief will remain on lay off and entitled to recall. Laid off employees who are offered summer relief work from a plant other than their own plant will fall under Sec. 10.13.

Harsco Metals Canada employees' children will be given first consideration when hiring summer relief. Students hired for vacation relief will not acquire service or be eligible to participate in the Group Insurance Program or be entitled to Floating Holidays.

SECTION 11 – TRANSFERS

Temporary transfer to lower rated job. If an employee is assigned by the Company to temporarily perform a lower rated job other than his/her regular one, such employee shall continue to receive his/her regular base rate of pay.

11.01

Temporary transfer to a higher rated job. Any employee transferred to a higher rated classification shall receive the rate of pay for the hours of work performed in the higher rated classification.

TEMPORARY TRANSFER

Temporary transfer is defined as an assignment to a temporary vacancy for a period of up to thirty (30) calendar days. These vacancies may be filled at the sole discretion of the Company. Seniority shall be considered but is not necessarily the governing factor.

Management reserves the right to assign maintenance employees on a temporary basis to work between the two Hamilton plants with 6 calendar days notice of the assignment and for periods not to exceed two (2) weeks per assignment. Such assignments shall be for planned maintenance projects to reduce contracting out. This will not affect the

employee's home plant, seniority, bumping rights or qualifications for layoff/cutback. Production assignments will be on a voluntary basis. This will not affect the employee's home plant, seniority, bumping rights. Employees will not be deployed to a plant to replace laid off employees at that plant who are qualified to do the work needed. Assignments from Hamilton to Lake Erie or Cambridge or from Lake Erie to Hamilton Cambridge or from Cambridge to Hamilton will be on a voluntary basis, and if the employee is asked to use their personal vehicle, we will agree to establish a set amount of paid travel time and will agree to pay the standard kilometer rate for a pre-established number of kilometers if an employee is required to use their personal vehicle.

SECTION 12 - CREDIT UNION DEDUCTIONS

The Company agrees that upon receipt of properly executed Voluntary Payroll Deduction Authorizations, they shall make payroll deductions from all pay periods each month and in constant amounts on behalf of employees that are members of the Credit Union and shall prior to the twentieth (20th) day of each month remit the accumulated deductions of the previous month, with a list indicating the name, social insurance number, and amount remitted for each member of the United Steelworkers, AFL-CIO, CLC employed by *Harsco Metals* Canada.

12.01

SECTION 13 - SHIFT DIFFERENTIAL

For hours worked on the afternoon and night shifts, the following premium rate shall be paid:

13.01

Afternoon Shift	\$.45 per hour.
Night Shift	\$.50 per hour

For purposes of applying the aforesaid shift differential, all hours worked by an employee during the workday shall be considered as worked on the shift on which the employee is regularly scheduled to start work, except an employee regularly scheduled for the day shift who completes the regular eight (8) hour turn and continues to work into the afternoon shift in excess of two (2) hours shall be paid the afternoon shift differential for all hours worked in the afternoon shift.

13.02

Shifts shall be identified as follows: 13.03

1. Day shifts include all shifts scheduled to commence between 6:00 a.m. current time and 9:00 a.m. inclusive;
2. Afternoon shift includes all shifts scheduled to commence between 2:00 p.m. and 5:00 p.m. inclusive;
3. Night shift includes all shifts scheduled to commence between 10:00 p.m. and 1:00 a.m. inclusive.

Any hours worked by an employee on a shift which commences at a time not provided for in 13.03 of this Section shall be paid as follows: 13.04

1. For hours worked which would fall in the prevailing day shift of the plant, no shift differential shall be paid;
2. For hours worked which would fall in the prevailing afternoon shift of the plant, the afternoon shift differential shall be paid;
3. For hours worked which would fall in the prevailing night shift of the plant, the night shift differential shall be paid.

Shift differential shall be included in the calculation of overtime compensation. 13.05

SECTION 14 – SENIORITY

Seniority is defined as the length of continuous service with the Company from the day when the employee was last hired or permanently transferred to the plant at which this employee is working. Plant seniority will prevail. Employees may not use their seniority to bump to another plant. 14.01

In all cases when filling regular full-time vacancies within the bargaining unit (newly created jobs, promotions, bidding laterally or down), layoffs or reduction in force and recall after layoff, the following factors shall be considered: 14.02

1. Ability
2. Physical fitness
3. Seniority

If factors 1 and 2 are relatively equal, seniority shall govern.

The Company agrees not to hire a person having no seniority when an employee 14.03

qualified for a job opening (regular full time vacancy or newly created job) and who has seniority remains on layoff, except where such employee has failed to report to work within three (3) working days after receiving recall notice. Seniority shall be broken by:

- (a) Quit or retire
- (b) Discharge, provided that if the employee is rehired within six (6) months from the date of discharge, the break in continuous service shall be removed.
- (c) Permanent shutdown of the plant provided that if the employee is rehired within two (2) years, the break in continuous service shall be removed. For employees hired on or after 5/15/03, two (2) years shall be eighteen (18) months.
- (d) Absence due to layoff or a physical disability, either of which continues for more than two (2) years; except that absence which is in excess of two (2) years due to compensable disability incurred during the course of employment, shall not break continuous service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating lump sum payment. For employees hired on or after 5/15/03, two (2) years shall be eighteen (18) months.

New employees and those hired after a break in continuous service will be regarded as probationary employees and will receive no continuous service credit during such probationary period. Probationary employees may be laid off or discharged as exclusively determined by Management, but if continued in the service of the Company subsequent to the probationary period, shall receive full continuous service credit from the date of original hiring. The probationary period shall be the first nine hundred (900) hours of work and may be extended by mutual agreement between the Company and the Union.

14.04

In the event of a decrease in working force, a displaced employee will, whenever practicable, be returned to the regular job he/she previously held when operations are increased or when a permanent vacancy occurs on such jobs, in which event the job posting provisions shall not apply. The term "regular jobs they previously held" will

14.05

mean any job previously held by such employee as a result of either his/her appointment to such job under the job posting provisions of his/her assignment to such job as a result of a reduction of the work force.

Salaried personnel who have previously worked in the bargaining unit who are transferred to a bargaining unit job shall be entitled to credit for their full company service. Such salaried personnel shall not, however, be credited with plant seniority for time worked on salaried jobs outside the bargaining unit. 14.06

Preferred seniority will be granted to the Union President and Chairperson provided they are qualified to do the work being scheduled. 14.07

Employees from the Bargaining Unit who accept a supervisory position after 10/15/91 will have five hundred twenty (520) hours to determine if they are going to remain in a supervisory position. Up until that time they may return to the Bargaining Unit. After five hundred twenty (520) hours they forfeit their rights under the Collective Bargaining Agreement. 14.08

SECTION 15 - VETERANS RIGHTS

Credit for service shall be granted in accord with the terms and provision of the Reinstatement of Civil Employment Act (R.S.C. 1952, C236) as amended, for employees who serve in Her Majesty's Forces. 15.01

Employees as of the date of this Agreement are entitled, for the purpose of employment, continuation of employment and promotion, to count in Her Majesty's Forces as service with the Company and shall retain their credit for such service. 15.02

SECTION 16 - UNION REPRESENTATION

The Union shall be entitled to select Union Stewards. 16.01

The Union shall be entitled to select a Grievance Committee of three (3) members, one of whom shall be the Chairperson. 16.02

The Union shall advise the Company in writing of all employees so selected.	16.03
The duties of the Steward, the Chairperson, and members of the Grievance Committee shall be to assist in adjusting disputes in accordance with the terms of this Agreement.	16.04
A representative of the Union shall obtain the permission of one's foreman before leaving one's work to deal with a grievance. Such permission shall not be unreasonably withheld.	16.05
Circumstances or differences that arise between steel company supervision and one or more Harsco Metals Canada employees shall be communicated to the local President or grievance committee person. To the greatest degree practical, an effort will be made in each incident to have the grievance committee person present at the investigation of differences.	16.06
Leaves of absence for the purpose of accepting positions with the International or Local Unions shall be available to a reasonable number of employees. Adequate notice of intent to apply for leave shall be afforded local plant superintendent to enable proper provisions to be made to fill the job to be vacated.	16.07
Leaves of absence shall be for a period not in excess of the employee's term of office and may be renewed for a further period not to exceed the employee's term of office.	16.08
Continuous service shall not be broken by the leave of absence but will continue to accrue.	16.09
Local Union officers or designated representatives will be excused from their regular schedule if notice is given prior to posting the work schedule to attend or participate in business for the Union other than grievance proceedings; such as, International Union auditors, schooling, district conferences and/or conventions.	16.10

SECTION 17 - GRIEVANCE AND ARBITRATION PROCEDURE

Step No. 1 - Any employee who believes he/she has a justifiable grievance may discuss and attempt to settle it with the foreman, with or without the Steward being present, as the employee may elect. Grievances not adjusted in this way within four (4) calendar days may be appealed to Step No. 2.

17.01

Step No. 2 - Notice of appeal must be given to the foreman by the steward or a steward delegate. Such notice shall consist of a written statement of the grievance in duplicate, containing particulars of the incident giving rise to the grievance and shall be signed by the aggrieved employee and dated as of the date of its submission. The superintendent or a delegate shall meet with the steward or a steward delegate within seven (7) calendar days, to investigate the grievance and attempt to settle it. A written decision shall be given by the superintendent or a delegate within five (5) calendar days after the date of such meeting. Grievances not adjusted in Step No. 2 may be appealed to Step No. 3.

17.02

Step No. 3 - Notice of appeal must be given in writing within nine (9) calendar days from the date of the written decision of the superintendent or a delegate to the **Human Resources Department**. A representative of the **Human Resources Department** or a delegate shall meet with the Grievance Committee, which may be accompanied by an International Officer or representative of the Union within twenty-one (21) calendar days or a date mutually agreeable to the Union and the Company, to investigate the grievance and attempt to settle it. A written decision shall be given by the **Human Resources Representative** or a delegate within fourteen (14) calendar days after the date of such meeting.

17.03

In the event that the grievance or complaint cannot be adjusted in any of the foregoing steps, the matter may at the request of either party be submitted for arbitration by an impartial arbitrator who shall be chosen by mutual agreement of the Company and Union. The party desiring arbitration shall notify the other of its intention within thirty (30) calendar days from the receipt of the answer or decision provided for in Step 3 above. The parties shall advise each other as to who will present the case on their behalf in the arbitration hearing. In the event the Company and the Union shall be unable to agree upon an arbitrator, the Minister of Labour, Ontario, shall be requested

17.04

96 days individual
116 days Group

to appoint an arbitrator in the following manner:

A request by either party shall be made to the Minister of Labour, Ontario, for the names of seven (7) arbitrators. The Union shall strike three (3) names and the Company shall strike three (3) names. The remaining one (1) shall be the arbitrator. The arbitrator may interpret this Agreement and apply it to the particular case under consideration, but shall, however, have no authority to add or subtract from or modify the terms of this Agreement. The arbitrator may nevertheless decide whether or not retroactive wages are payable because an employee has been deprived of wages as a result of a violation of the Agreement by the Company, and where such violation involves disciplinary action resulting in loss of wages, whether the disciplinary action should be modified if in the opinion of the arbitrator the extent of the discipline is unreasonable in relation to the offense. Except as otherwise provided in this Agreement, the arbitrator may not award such retroactive pay for a period in excess of sixty (60) days immediately preceding the date of the written statement of the grievance provided at Step No. 2 of the Grievance and Arbitration Procedure. The arbitrator's award shall be final and binding upon all of the parties. The fees of the arbitrator and other agreed upon expenses of the arbitration shall be shared equally by the Company and the Union.

17.05

A grievance once processed at any step of the Grievance and Arbitration procedure will not be again considered except by way of appeal taken within the times provided therein.

17.06

No employee other than a probationary employee shall be peremptorily discharged except in cases of serious misconduct, when discharge shall be effective immediately. The Company will notify the steward of all immediate discharges or notice of discharge given to employees excepting probationary employees, within twenty-four (24) hours after such discharge or notice of discharge has been effected. Grievances relating to notice of discharge or discharge may be initiated at Step No. 2 of the Grievance and Arbitration Procedure and may be appealed directly to Step No. 3.

17.07

Except as otherwise provided, grievances must be presented in writing ten (10)

17.08

calendar days from the date of the incident giving rise to the grievance. For the purpose of grievances arising over the calculation of wages, the date of the incident shall be deemed to be the day the employee receives the paycheck.

If the Company is alleged to have violated any provision of this Agreement, and such violation: 17.09

- (i) affects more than one (1) employee, the Union may sign the statement of the grievance on behalf of the aggrieved employees. For the purpose of this provision only, the time limits of 17.08 shall be thirty (30) days.
- (ii) affects the interests of the Union as a party to the Agreement, the Union may file a grievance beginning at Step No. 2 which shall be signed on behalf of the Union by the Chairperson of the Grievance Committee and the time limits of Paragraph 17.08 shall not apply.

The Company and the Union agree to resolve grievance issues prior to arbitration. Accordingly, the procedure outlined below shall be considered part of the grievance procedure and shall supersede any language of the basic agreement which is contradictory. 17.10

- 1. The plant superintendent and the local union committeeman are empowered to resolve all grievances at Step 2. 17.11
- 2. All evidence should be presented at Step 2 hearing. 17.12
- 3. Grievances appealed to Step 3 will be presented by plant superintendent and local union committeeman to Company Labour Relations Representative and Union Staff Representative in arbitration format at the Third Step of the grievance procedure. 17.13
- 4. The Company Labour Relations Representative and the Union Staff Representative shall attempt to resolve all issues at Step 3 and matters then resolved shall be documented. 17.14

When an employee who has been disciplined for absenteeism or tardiness has a clean record for six (6) months the last step of progressive discipline will be removed from the record.

17.15

SECTION 18 – VACATIONS

An employee shall be entitled to an annual vacation with pay in accordance with the following schedule, on the basis of continuous service. Continuous service is accumulated between July 1st of one year and June 30th of the following year: 18.01

VACATION TIME – ANNUAL

Continuous Service			Accrued Each Month
1st - 5th year.	7.33 Hrs	11 days	5.2% x Gross month earnings
6 th – 10 th year	10.66 hours	16 days	7.6%x gross month earnings
11 th – 16 th year	14.00 hours	21 days	10.0% x gross month earnings'
17 th year and over	17.33 hours	26 days	12.4% x gross month earnings

Observed holidays under the labour agreement that fall during one's vacation will permit an extra day(s) but must be conjunctive with the scheduled vacation period. 18.02

For the purpose of computing vacation time, employees hired before the sixteenth (16th) day of the month, will receive vacation time credit for the month. Employees hired from the sixteenth (16th) day to the end of the month will receive vacation time credit commencing with the month next following the month of their employment. 18.03

Vacations will be scheduled each year by the plant superintendent. In so doing, he will be guided by the employee's preferences (where similar, plant seniority will take precedence) and the anticipated or scheduled workload of the plant throughout the vacation period. 18.04

If an employee is absent from work due to illness, accident or layoff, one's vacation time and pay will nevertheless continue to accrue, provided the absence or layoff period does not cover more than four (4) consecutive calendar months in any July 1st to June 30th period 18.05

If the employee's absence exceeds the four (4) consecutive calendar months mentioned, then this provision shall not apply. Vacation accrual will be made for any month in which an employee performs any work. Only months in which the employee has not performed any work at all will be counted toward the four (4) months provision. 18.06

Vacations will be paid as taken. Pay for unused vacation will be made at the end of the vacation year. 18.07

SECTION 19 – HOLIDAYS

The following holidays will be observed: 19.01

New Year's Day	Queen's Birthday	Labour Day
Family Day (3 rd Monday in Feb)	Canada Day	Thanksgiving Day
Good Friday	Civic Day	Christmas Day
		Boxing Day

Floating Holiday (1) (To be taken 10/15 thru 10/14 each year)

The holiday will be observed on the actual date on which it occurs. If a holiday falls on a normally scheduled day for an employee who normally works a ten (10) or twelve (12) hour shift, and the employee is granted a holiday off, he will be paid the ten (10) or twelve (12) hours holiday pay for the holiday, If the holiday falls on a day outside of his regular schedule, he will be paid eight (8) hours. 19.02

Floating Holiday - When an employee elects to utilize a floating holiday, the employee shall notify the employer in writing one (1) week prior to the posting of the schedule as to what day they would like to utilize a floating holiday. A floating holiday shall not fall in the same week as any of the regular holidays listed above or another floating holiday unless agreed upon by the plant superintendent. The plant superintendent and the employee may agree to use a floating holiday on a day the employee is off work due to an illness or emergency as the case may be. The one (1) floating holiday must be taken each year of this Agreement and cannot be carried over or accumulated from one year to the next. 19.03

The hours of the statutory holiday shall be the 24 hour period following the commencement of the day turn on the holiday unless some other 24 hour period is mutually agreed upon. 19.04

An eligible employee is one who meets all of the following conditions: 19.05

1. Has been employee thirty (30) days since last hired, and
2. Performs work in the pay period in which the holiday is observed, provided, however, that if an employee is absent from work for a period not to exceed thirty (30) days preceding the holiday due to a disabling injury or illness, he shall be entitled to the holiday if he fulfills the other requirements of this Paragraph (19.05), and
3. Works as scheduled or assigned both on the last scheduled workday prior to and the first scheduled workday following the day on which the holiday is observed unless the employee has failed to so work due to any of the following causes:
 - a. Sickness or accident (certificate of a doctor may be required).
 - b. Death in the immediate family as defined in Funeral Leave - Section 22.
 - c. Cases of extreme emergency requiring the presence of the employee which is approved by the Plant Superintendent.

An eligible employee shall be paid for each holiday on the following basis whichever applies: 19.06

1. When the employee does not work on the holiday, the employee shall be paid eight (8) times the regular hourly rate, exclusive of any premiums.
2. When the employee works on a holiday, the employee shall be paid time and one-half (1-1/2) for all hours worked in addition to any holiday pay to which the employee would be entitled if the employee performs no work on the holiday. Provided, however, that if an eligible employee is scheduled or assigned work and does not work, the employee shall become ineligible to be paid for this unworked holiday, unless the employee fails to perform such work because of the reasons set forth in Items a, b, and c under Sub-paragraph 3 of Paragraph 19.05. As an

exception to the foregoing, when an employee works on Christmas Day or New Year's Day, the employee shall be paid double time (2 times) for all hours worked in addition to any holiday pay subject to the provisions described above.

An eligible employee who would otherwise be entitled to pay for an unworked holiday and who shall be scheduled to take a vacation during a period when a holiday occurs shall be paid for the unworked holiday in addition to the vacation pay. 19.07

When a holiday falls on a Saturday and is not worked by an eligible employee, the employee shall be paid eight (8) times the regular hourly rate, but such time will not be counted towards hours worked for the purpose of computing weekly overtime. 19.08

In determining whether an employee has worked more than forty (40) hours in a week for the purpose of computing overtime, a holiday occurring in such week shall be considered as a day worked by the employee as follows: 19.09

1. When the employee does not work on a holiday which occurs other than on Saturday, the employee shall be credited with eight (8) hours worked, provided the employee was normally scheduled to work such hours.
2. When the employee works eight (8) hours or less, the employee shall nevertheless be credited with eight (8) hours worked.
3. When the employee works more than eight (8) hours, the employee shall be credited with the time actually worked, provided, however, that if the employee shall have been scheduled to work on such holiday and shall have failed to perform the work to which assigned on such day, such holiday shall not be considered as a day worked by the employee.

An employee whose weekly schedule consistently without interruption is Tuesday through Saturday or Sunday through Thursday and a holiday, other than a floating holiday (as defined in 19.01), occurs on the regular scheduled day off, will be entitled to take a day off, without pay in the next scheduled week conjunctive with one's regular scheduled day off. This will not include alternating weekly schedules. Eligibility will be as defined in Paragraph 19.05. 19.10

The Collective Agreement shall be amended to reflect the Employment Standards Act 2000 as amended with respect to Parental and Maternity Leave 19.11

SECTION 20 - SAFETY, HEALTH, AND SECURITY

The Company agrees to abide by the Occupational Health and Safety Act of Ontario concerning industrial safety and hygiene. The Company agrees further to maintain all existing safety practices. The employees agree to cooperate by: 20.01

- (a) Maintaining a clean and orderly work area.
- (b) Submitting to Company directed medical examinations for justified reasons.

(b) Assisting in the prevention of any willful damage of equipment whether it be that of the Company, the Steel Company, **Harsco Metals Canada** employees, employees of the steel company, or personnel engaged in services for the steel company.

If an employee is injured during the course of one's employment with the company and requires immediate medical attention, one shall be paid for the time lost for one's regular job for the balance of that shift. 20.02

The Union will cooperate in assisting and maintaining the Company's rules. The Company agrees, that should the Health and Safety Representative not be available, an employee in the work area will accompany the worker who has refused to work for safety reasons. 20.03

The Employee will exercise care in the use of safety equipment issued to them by the Company. Employees, also, will return all damaged or worn out safety equipment when requesting replacement of same. 20.04

All employees whose eyesight is such that corrective (prescription) glasses must be worn are required to wear industrial safety frames and lenses. 20.05

These are supplied by the Company and application should be made to the 20.06

Superintendent. A fee is payable to the authorized optometrist by the employee to cover handling costs, but examinations are covered by O.H.I.P. and frames and lenses by the Company.

The Company will provide and maintain two (2) sets of coveralls per week for welders and crane operators. Three (3) sets of coveralls will be provided and maintained for mechanics and lubrication people. 20.07

The Company will supply safety boots to employees as needed to a maximum of two (2) pairs per year. Employees must turn in their old boots for replacement. 20.08

Certified Health and Safety Representatives will be required to commit to a one-year term. 20.09

When an injured worker is being considered for a rehabilitation or return to work program by the Workers Compensation Board, the Plant Chairperson or his/her designate will meet with the Company representative, the Workers Compensation Board representative and the employee, to consider the restrictions, hours of work, type of work, hours, shifts, limitations, overtime and any other related conditions that may be necessary for the injured worker to return to work. 20.10

The parties agree that employees have the right to safe working conditions. The employer shall, as set forth in the Occupational Health and Safety Act, prevent and or/correct any situation that may compromise an employee's health and safety. 20.11

It is agreed that the Occupational Health and Safety R.S.O. 1990, c.0.1. as amended by S.O. 1992, c.14, s 2, hereafter referred to as the Health and Safety Act, are incorporated into and form's part of the agreement. Any amendments to the Occupational Health and Safety Act and Regulations shall be incorporated into this agreement even if passed subsequent to the signing of said agreement. 20.12

It is the intention of the Employer to fully ensure the safety of all employees and visitors to their premise. This will include the enforcing of the Occupational Health and Safety 20.13

Act, Regulations and any Amendments. The Occupational Health and Safety Act and Regulations will be utilized as a minimum requirement for workplace safety and compliance, worker and management education, and establishing functioning Joint Health and Safety Committees. Joint Health and Safety Committees will be established at all facilities, with equal representation from the workforce and management. At facilities with more than 20 (twenty) employees, there will be two representatives from the workforce and one or two from management. At facilities with less than 20 (twenty) employees, there will be one representative from the workforce and one from management.

One representative from management and one representative of the workforce will be appropriately trained and act as a Certified Member on the Joint Health and Safety Committee. The Employer agrees, as is required by law, to provide the required time off work, pay for the Certified Worker training program and maintain the employees' wages while he/she obtains Certification. 20.14

The Employer agrees to follow the directions of law as it relates to the establishment of Joint Health and Safety Committees, frequency of meetings, recording of minutes, conducting workplace inspections and the reimbursement of salary for members of the Joint Health and Safety Committee. 20.15

The Employer agrees to provide time off for any additional programs **the** Union feels would be beneficial to its Joint Health and Safety Representatives. 20.16

The employer agrees to disclose the results of any testing or monitoring or other reports that deal with Occupational Health and Safety issues. 20.17

The Occupational Health and Safety Act, clearly defines the powers of a Certified Member as it relates to top work orders, unsafe working situations/conditions, and accident/incident investigations. 20.18

Time spent in performing Certified Representatives functions will be recognized by the employer as time worked. The Certified Member will be reimbursed at the applicable 20.19

pay rates.

As set forth in the Occupational Health and Safety Act, reprisals by the employer are prohibited. If a concern exists, the employer or employee may outline concerns to an Adjudicator in writing within 14 days after the event that gives rise to the complaint. The Adjudicator, not the employer, will render a final decision with respect to the complaint. 20.20

The employer recognizes the Workers' Compensation Act as a legal document that is inclusive to all Employer/Worker reporting obligations. The employer maintains its rights under the Workers' Compensation Act to ensure workers are compensated for only their workplace injuries or disabilities. The employer, as well as the worker, has the right to question decisions rendered by the Workers' Compensation Board by utilizing the appeals process, both internal and external of the Workers' Compensation Board. 20.21

The Workers Compensation Act and the Workers' Compensation Policies and Procedures Manuals fully outline the policies and criteria for entitlement. As this is fully inclusive legislation, the employer will follow these policy applications relative to reporting accidents, providing information to the Workers' Compensation Board and ensuring benefits are appropriately adjudicated for workplace accidents or disabilities. 20.22

SECTION 21 - JURY OR WITNESS SERVICE

An employee who is required to serve as a juror in any court of law in the county in which the employee resides or who is subpoenaed as a witness, shall be excused from work for the days on which serving. The employee shall be paid the difference, if any, between the amount paid for jury service or subpoenaed witness service and the regular rate of pay (whether it be a ten [10] hour shift or a twelve [12] hour shift) for those days that the employee would normally be scheduled to work. The employee shall present proof of jury service or subpoenaed witness service and the pay received for such service. 21.01

SECTION 22 - FUNERAL LEAVE

Employees with thirty (30) calendar days of employment will be permitted leave in the event of a death in their immediate family (includes only mother, father, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, spouse, spouse's parents, and grandparents, also including stepfather, stepmother, stepchildren, stepbrother, or stepsister when they have lived with the employee in an immediate family relationship). Employees, upon request, will be excused and paid up to a maximum of three (3) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within a three (3) consecutive day period, provided, however, that such calendar days shall include the day of the funeral. Payment shall be eight (8), ten (10) or twelve (12) times hourly earnings, based on employee's normal schedule. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. For the purpose of this clause, the terms "sister-in-law" and "brother-in-law" shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's brother or sister. In the event of a death of a parent, child or spouse, four (4) scheduled shifts will be covered by this section.

22.01

SECTION 23 - GROUP INSURANCE

The Company agrees, on the effective dates indicated below, to provide the following plan of group insurance benefits during the term of this Agreement.

23.01

Group Term Life Insurance and ADD:

Effective 06/20/01 \$27,000.00

Retired Life of \$4,000.00

Weekly Indemnity: (1-1-5-52 Plan)

For eligible disabilities incurred on or after 5/15/06, the weekly amount will be \$550.00 per week.

Benefits will be paid for non-work related disabilities from the first (1st) day of total disability for an accidental injury; from the first day the employee is admitted as an inpatient at a hospital; and from the fifth (5th) day of disability due to illness. Benefits will be paid for a maximum of fifty-two (52) weeks.

Major Medical: (\$12,000 Maximum every three (3) years) effective 5/15/06

\$50.00 Annual Deductible for single coverage and \$100 Annual Deductible for family coverage.

Hospitalization: O.H.I.P.

Medical, Surgical: O.H.I.P.

Prescribed drugs will be covered only if required by law to have a prescription

Basic services will be provided with a two (2) year lag on the current O.D.A. schedule. Orthodontia coverage will be provided at 65% with a lifetime maximum of \$2,750. Class II services will be provided at sixty-five percent (65%) with a \$1,750 annual maximum.

All new employees shall have required dental work existing at the time of employment corrected before expiration of probationary period.

Vision - The Company agrees to provide a vision care plan which will pay three hundred dollars (\$300.00) for a pair of glasses every twenty-four (24) months for each insured person.

The employees shall not be required to contribute toward the cost of the insurance plan. 23.02
The terms and conditions of the group insurance plan policies shall prevail; and, no matter with respect to the group insurance plan, shall be subject to the grievance procedure established under this Agreement.

Extension of Benefits 23.03

In the event of layoff, all group insurance benefits, except weekly indemnity, will be extended to the first of the month following three (3) months of layoff. Weekly indemnity coverage will cease on the day of layoff.

In the event of a non-occupational disability, all group insurance benefits, except weekly indemnity, will be extended for one (1) year from the date the employee last worked. Weekly indemnity will continue up to a maximum of fifty-two (52)

weeks.

In the event of an occupational disability, all group insurance will be continued for a maximum of one year from the date the disability commences.

An employee off work because of sickness or accident for a period in excess of fifty-two (52) weeks will be allowed to continue the coverage for Major Medical and Dental for an additional year by paying the premium for the average plus two percent (2%) charge for administration. 23.04

Benefits, which have been cancelled as a result of one of the foregoing, will be reinstated the first of the month following the employee's return to work provided the employee is actively at work. Otherwise, reinstatement will be deferred to the day the employee actually returns to work. 23.05

The Company shall provide an EAP program for all full time employees who are eligible for benefits. 23.06

SECTION 24 – PENSIONS

During the term of this Agreement, the Company will continue to maintain a non-contributory pension plan providing, among other things, normal retirement benefits as follows: 24.01

Effective	Amount Per Credit Year
7/17/15	\$50.00
6/22/18	\$51.00

The following amendments to the Canadian Hourly Employees Pension Plan will become effective January 1, 1995: 24.02

- A. Eligibility - Hourly employees will become eligible for participation in the pension plan the first (1st) of the month following the completion of one year of continuous service with **Harsco Metals Canada**.
- B. Vesting Schedule - The vesting schedule will commence with the completion of two (2) years of continuous service with *Harsco Metals Canada*.

- C. Disability Benefit - Employees with ten (10) years of continuous service, who have exhausted their weekly indemnity benefits, will upon presentation of satisfactory medical proof of total and permanent disability, be entitled to a flat monthly disability benefit of \$300.00.
- D. Death Benefit - The legal spouse of an employee who had at least ten (10) years of continuous service and had attained at least age 50 on the date of his or her death, shall be entitled to 55% of the actuarially reduced monthly pension benefit the employee would have received assuming the employee had taken early retirement the day before he or she died.

The terms and conditions of the pension plan shall be subject to the grievance procedure established under this Agreement. The Union will have the option to have a representative on the Pension Committee. 24.03

Early retirement - Full benefit at age sixty-two (62) with thirty (30) years of service. Employees retiring early, who have completed 30 years of continuous service under this pension agreement, will be reduced from age 62 instead of age 65. 24.04

During the third year of this Agreement (May 15, 2005 – May 14, 2006) the Company will provide a bridge for employees who retire during the term of this Agreement and at the time of retirement are at least age 62. Such bridge will continue to age 65, and will provide a monthly income equal to \$10.00 per completed year of service up to a maximum of \$300.00 per month. The bridge benefit shall expire on May 15, 2006, but shall continue to be provided to employees who retired in the time period up to and including May 14, 2006, until they reach the age of 65. 24.05

SECTION 25 - REPORTING TIME

An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to a minimum of four (4) hours of work. In the event, when the employee reports for work no work is available, the employee shall be released from duty and credited with a reporting allowance of four (4) times the standard hourly wage rate.

25.01

When an employee who starts to work is relieved from duty before working a minimum of four (4) hours, the employee shall be paid for the hours worked and credited with the reporting allowance equal to the standard hourly wage rate multiplied by the unutilized portion of the four (4) hour minimum. The foregoing payment shall be either at the regular or overtime rate of earnings depending upon which pertains in accordance with the provisions of this Agreement; provided, however, that hours not worked, for which payment is made shall not be considered as time worked in determining daily, weekly, or other forms of overtime. The provisions of this Section 25 shall not apply in the event that:

25.02

- (a) Picketing, strikes, stoppages in connection with labour disputes at the plant involved, failure of utilities beyond the control of the Company, or acts of God interfere with work being provided; or
- (b) an employee is not put to work or is laid off after having been to work, either at the employee's own fault; or
- (c) The Company gives reasonable notice of the change in scheduled reporting time or that employee need not report. The Company and the Union steward shall promptly determine what constitutes reasonable notice.

SECTION 26 – TRAINING

The Company will continue to afford on-the-job training to senior employees in an attempt to provide qualified equipment operators from the bargaining unit to fill permanent vacancies as they occur. The Company will not be required to afford training to any employee who the Company reasonably determines as not suitable for training, except to that extent necessary in order that one (1) employee will have been trained for each type of equipment. Employees will receive their regular rate of pay

26.01

while being so trained. It is not intended that the Company will carry an extra employee as a trainee, but that training will be provided to regular employees as operating conditions allow. While an employee is training, reasonable observation of the employee's progress will be maintained by supervision. Areas of criticism shall be pointed out so as to apprise the trainee of the progress, or if the employee is failing to meet the standards required in the time allotted for such evaluation.

Crane-trainees will be given a probationary period not to exceed seven hundred and twenty (720) hours; however, a period less than seven hundred and twenty (720) hours may be exercised as determined by management; or less than seven hundred and twenty (720) hours should the trainee at the trainee's own volition decline further training. 26.02

It being understood that during the course of the seven hundred and twenty (720) hour period, and the trainee continues for six thousand (6,000) hours, inclusive of the first seven hundred and twenty (720) hours; the trainee will make application to attend two (2) six (6) week courses in a school set up by the ministry of colleges and universities. During the schooling, the trainee will be laid off and receive benefits either from unemployment insurance commission or a training allowance whichever he/she qualifies for. 26.03

Upon completion of training and issuance of the Hoisting Engineers Certificate, a trainee will return to the job vacated when the employee commenced training pending an award of the job classification trained for. The trained crane operator will be required to substitute or accept permanent assignment, for a period of six thousand (6,000) operating hours after the completion of training, as the need of operators require. 26.04

The trainee will provide the Company with statements of compensation received in the entire period of the schooling. The Company will reimburse the difference of compensation (from EI) received and what he would have earned at his normal straight time hourly rate not to exceed forty (40) hours per week. This will not infringe on his eligibility for vacation accrual. 26.05

The parties to this Collective Agreement recognize the need of employees to further their education. The Company agrees to allow employees, who make such requests, a leave of absence for a total of nine (9) days per contract year. This will allow an average of three (3) days per plant. Persons selected for education leave will render a thirty (30) day notice and will not be unreasonably denied. The Company further agrees to provide all wages and benefits during the period of such leave of absence.

26.06

New employees are expected to successfully complete training as Pot Carrier Operators before the end of their probationary period. The Employer will ensure that the employee be given 45 consecutive working days, or less if he qualifies before on the specific job and / or equipment.

26.07

Newly hired employees who have proof they have previous qualification and experience on similar non-ticketed equipment will be given the opportunity for familiarization on Harsco equipment and the chance to prove they are competent to operate the equipment. Employees who qualify in this way may be assigned on equipment and are eligible for overtime on such equipment, provided there are no seniority employees that have requested training on the specific job or equipment.

26.08

The qualifications of existing employees who take the initiative to take training outside of Harsco to gain a skill or certification needed by Harsco on their own time will be recognized when determining ability under section 14.02. Employees who complete such upgrading on their own will be reimbursed for the cost of training upon presentation of receipts if they obtain authorization beforehand.

26.09

SECTION 27 - FILLING OF VACANCIES

When a vacancy (other than a temporary vacancy) or a newly created job develops, or is expected to develop, the Company shall, to the greatest degree practical, post notice of such vacancy or expected vacancy, or job assignments for a period of nine (9) calendar days, in a manner, and at such places as may be appropriate at the plant. The Company will provide the Union with a copy of the posted notice and will advise the Union in writing who the successful applicant is. 27.01

Employees who wish to apply for said vacancy or expected vacancy or newly created job posting, may do so in writing on a form supplied by the Company. 27.02

The Company shall, if in its judgment, there are applicants qualified for said vacancy or expected vacancy, fill the same from among the applications in accordance with the provisions of Section 14 "Seniority" of this Agreement. The company will award and classify the successful bidder within thirty (30) calendar days. 27.03

Should a vacancy occur requiring a temporary assignment by management and such temporary assignment exceeds thirty (30) calendar days, such vacancy will be posted in accordance with this Section as a permanent vacancy for the conclusion of such assignment. Temporary vacancy to be filled in accordance with Section 11 "Transfers". Temporary vacancies will be posted when the Company is aware that the vacancy will exceed thirty (30) calendar days. 27.04

An employee who either has completed a training program or who returns to work following an absence due to sickness, injury, vacation or layoff shall have the right upon returning to claim any job that was posted and awarded to an employee with less seniority during the period of said absence, provided the employee is qualified to perform the job subject to the provisions of Paragraph 14.02. The employee thus replaced shall then be returned to the job from which the employee bid. Claim for any job must be made promptly upon the employee's return to work. 27.05

All full-time employees (other than probationary) are eligible to bid in accordance with these rules. 27.06

A successful bidder that has held the job before, will have two weeks (14 consecutive calendar days) to relinquish the job once they accept the bid, unless they are disqualified in the first 30 days by management. For employees who are awarded a job bid that they have not held before, a thirty (30) calendar day period will be permitted for a successful bidder of a job posting that will commence on the day of assignment to the job for which the employee bid. During this thirty (30) calendar days period (the first 90 days for lube man), the management will determine as to whether the successful bidder is qualified in all respects for this assignment. The successful bidder will have the option during this thirty (30) calendar days period to accept or decline the position for which this employee bid. Jobs awarded and subsequently vacated due to the applicant's inability to qualify will be re-posted. It is understood that after 30 days the lube man will be paid at the lube man rate.

27.07

Employees who bid on a job posting and successfully complete training in accordance with article 27.07 must agree to work on that job for 12 months and may not return to their previous job unless they successfully bid on a new posting for a lateral or a higher position.

27.08

SECTION 28 - MECHANIC TOOLS

28.01

The Company agrees to pay for or replace with equal quality any tools broken on the job by mechanics or anyone required to furnish their own tools. *The company will provide an annual tool allowance of \$500 by separate cheque on January 15th each year provided the employee maintains the required tools listed in Appendix B* The Company shall maintain an insurance policy or assume the cost risk, for loss of the employee's personal tools, or major portion thereof, on Company premises due to theft by break-in and entry, including fire and explosions or other circumstances that may happen on the Company premises. The Company's liability for such loss shall not exceed the actual cost of the tools stolen. It is understood that all employees must furnish the Company with a complete inventory of the personal tools and their brand. It is further understood whenever new tools are purchased, the employee must include them on the inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If an employee does not supply the Company with an inventory of tools, responsibility for replacement will not be that of the Company

SECTION 29 – PLANT CLOSURE

29.01

The Company will notify the Local Union as soon as the Company becomes aware of cessation of operations. Following such notification, the Local Union will have the right to discuss and explore with the Company any possible means of averting the closure. If attempts to avert the plant closure are not successful, Company and Union representatives will meet to negotiate the manner in which the closure is carried out. The Company will comply with the requirements of the law.

SECTION 30 – CONTRACTING OUT

30.01

The Company does not intend to subcontract work if such work can be performed by employees presently at work or by employees who might be on layoff at the time such work is necessary. Further, Local Management will notify the Union in writing of its decision to contract out. At the request of the Union, the Company will meet with the Union and give consideration to suggestions as to ways in which the future work might

otherwise be performed.

The Company will continue with the current practice of having outside contractors perform work that is covered under warranty or can be warranted, requires capital investments, requires specialized tools or specialized skills or is emergency repairs requiring the need for immediate contracting out. However, emergency work contracted out will be reported to the Local Union Committee in writing, as soon as practicable. It is understood that maintenance and repair of equipment leased by **Harsco Metals Canada** may be performed by employees of the leasing company. 30.02

In order to underscore the Company's commitment to maximize the utilization of bargaining unit employees, the Company agrees as follows: 30.03

- (a) The Company will not contract out work that will result in the discharge or layoff, or prevent recall of a laid off employee.
- (b) Any reductions in the number of bargaining unit employees at any plant as the result of attrition will not be replaced through contracting out.

The Company and the Union will also meet once every six (6) months to review and assess all contracting out. In assessing contracting out, the Company will be obliged to provide the Union with the following for the past six (6) months. 30.04

- (a) Location of the contract work as well as whether such work was contracted out inside or outside the Plant.
- (b) The types of contract work:
 - i service
 - ii maintenance
 - iii major rebuild
 - iv new construction
- (c) Trades or occupation involved.
- (d) Duration of work.
- (e) Copies of all relevant leasing and warranty agreements.
- (f) Description of work.
- (g) Affect on operations if work was not completed in a timely fashion.
- (h) Economic and financial rationale.

Harsco Metals Canada employees will perform new work received from our customers, 30.05
excluding unmanned equipment or equipment leased by the customer from **Harsco
Metals Canada**. Any deviation will be subject to the contracting out language.

SECTION 31 – RRSP

The Company agrees to make payroll deductions for an RRSP if elected by individual 31.01
employees.

SECTION 32 – TERM

This Agreement shall be in effect until **12:00 midnight, June 30, 2020**, and shall 32.01
thereafter continue for a further period of one year unless during the ninety (90) day
period immediately preceding the expiration date, either party shall give written notice
to the other that it desires revision or termination of this Agreement at its expiration
date. Where notice of revision is given, negotiations shall commence during the
seventy-five (75) day period immediately preceding the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 15th day of July
2015.

**UNITED STEELWORKERS
AFL-CIO-CLC**

**HARSCO METALS CANADA
DIVISION OF HARSCO CORP.**

Lawrence Hay, Staff Representative

Huntly Duff
Human Resources Canada

LOCAL UNION NEGOTIATING COMMITTEE

Robert Field
Human Resources North America

John Anderson, Chair Local 8782- Plant # 17

Kyla Arnone
Human Resources Canada

Bill Booth

Brian Johnston

Gay Richert
Interim Site Manager Plant 17

WAGES ATTACHMENT "A"

Class	Title	7/17/2015	7/17/2016	7/17/2017	7/17/2018	7/17/2019
1	Student	\$18.71	\$19.08	\$19.65	\$20.24	\$20.85
	Labourer (hired before 5/15/97)	\$24.77	\$25.26	\$26.02	\$26.80	\$27.60
	Labourer (hired after 5/15/97)	\$22.75	\$23.20	\$23.90	\$24.61	\$25.35
2	Mechanic Helper (1040 hours)	\$25.93	\$26.45	\$27.24	\$28.06	\$28.90
	Welder Helper (1040 hours)	\$25.93	\$26.45	\$27.24	\$28.06	\$28.90
3	Separator	\$26.09	\$26.61	\$27.41	\$28.23	\$29.07
	Crusher & Slag	\$26.09	\$26.61	\$27.41	\$28.23	\$29.07
	Screen Plant Operator	\$26.09	\$26.61	\$27.41	\$28.23	\$29.07
4	Mechanic Starting 1 (1041-2080 hrs)	\$26.31	\$26.84	\$27.64	\$28.47	\$29.33
	Welder Starting 1 (1041-2080 hrs)	\$26.31	\$26.84	\$27.64	\$28.47	\$29.33
5	Lancer (1st 360 hrs)	\$26.54	\$27.07	\$27.89	\$28.72	\$29.58
6	Lancer (after 360 hrs)	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
	Mechanic Starting II (2081-4160 hrs)	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
	Welder Starting II (2081-4160 hrs)	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
	Grader Operator	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
	Hauling Units	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
	Utility Operator	\$27.07	\$27.61	\$28.44	\$29.29	\$30.17
7	Loader - 6 Yds. & Under	\$27.30	\$27.85	\$28.68	\$29.54	\$30.43
	Backhoe	\$27.30	\$27.85	\$28.68	\$29.54	\$30.43
8	Lube Man	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
	Mechanic Intermediate (4161-6240 hrs)	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
	Welder Intermediate (4161-6240 hrs)	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
	Plant Mechanic	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
	Dekish Operator	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
	Ferrocut Operator	\$27.53	\$28.08	\$28.93	\$29.79	\$30.68
9	Pot Carrier	\$27.75	\$28.31	\$29.16	\$30.03	\$30.93
	Loader over 6 Yds.	\$27.75	\$28.31	\$29.16	\$30.03	\$30.93
10	Mechanic Std. (Over 6240 hrs.)	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
	Welder Std. (Over 6240 hrs.)	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
	Crane Operator	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
	Electrician	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
	Plant Mechanic with AWS cert. after 2000 hrs	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
	Scrap Handler	\$27.99	\$28.55	\$29.40	\$30.29	\$31.19
11	Welder ticketed after 2000 hours	\$28.19	\$28.75	\$29.62	\$30.50	\$31.42
	Electrician 2000 hours - 3000 hours	\$28.19	\$28.75	\$29.62	\$30.50	\$31.42
12	Electrician 3000 hours - 4000 hours	\$28.39	\$28.96	\$29.83	\$30.72	\$31.64
	Welder ticketed after 4000 hours	\$28.39	\$28.96	\$29.83	\$30.72	\$31.64
	Crane Operator ticketed after 2000 hours	\$28.39	\$28.96	\$29.83	\$30.72	\$31.64
13	Electrician after 4000 hours	\$28.59	\$29.16	\$30.04	\$30.94	\$31.87
14	Mechanic Certified after 2000 hours	\$29.14	\$29.72	\$30.61	\$31.53	\$32.48
15	Mechanic Certified after 4000 hours with a welder ticket (AWS or higher)	\$30.15	\$30.75	\$31.67	\$32.62	\$33.60
	Mechanic/Welder with Heavy Equipment ticket	\$30.15	\$30.75	\$31.67	\$32.62	\$33.60

Attachment "B"

Minimum Tool List for Mechanics

SAE Combination Wrenches 1/4" to 1-1/4"
Metric Combination Wrenches 6MM to 32MM
SAE Flare Nut Double End Wrenches 1/4" to 13/16"
Metric Flare Nut Double End Wrenches 6MM to 22MM
SAE Socket Set 1/4" drive 1/16" to 1/2" in standard and deep well lengths
Metric Socket Set 1/4" drive 2MM to 12MM in standard and deep well lengths
SAE Socket Set 3/8" drive 3/8" to 3/4" in standard and deep well lengths in both standard duty and impact duty
Metric Socket Set 3/8" drive 8MM to 19MM in standard and deep well lengths in both standard duty and impact duty
SAE Socket Set 1/2" drive 3/8" to 1-1/4" in standard and deep well lengths in both standard duty and impact duty
Metric Socket Set 1/2" drive 4MM to 32MM in standard and deep well lengths in both standard duty and impact duty
Ratchet drives in 1/4", 3/8", and 1/2"
Breaker bars in 1/4", 3/8", and 1/2"
Socket extensions in 1/4" drive in 1-1/2", 3", and 6" lengths in standard duty
Socket extensions in 3/8" drive in 1-1/2", 3", 6", and 10" lengths in standard and impact duty
Socket extensions in 1/2" drive in 3", 6", and 10" lengths in standard duty and impact duty
Universal Joint Socket adapter in 1/4" standard duty and in 3/8" and 1/2" drive in standard and impact duty
Socket adapter set 3/8"x 1/4", 1/2"x 3/8", 3/4" x 1/2" in standard and impact duty
SAE Ignition Combination Wrenches 13/64" to 7/16"
Metric Ignition Combination Wrenches 4mm to 11mm
SAE Allen wrench set 1/16" to 3/4"
Metric Allen wrench set 1.5mm to 19 mm
SAE Torx wrench set T15 to T50
Flat blade screwdriver assortment from 2" to 12" length in small, medium and large blade width
Phillips screwdriver assortment from 2" to 12" length in small, medium and large point
Robertson screwdriver assortment from 2" to 12" in small medium and large point
Set of gasket scrapers/putty knives
Set of pry bars 8", 12", 18", 24"
Hacksaw 12"
Machinists File Assortment
SAE Tap and Die Set #10 thru 3/4" fine and coarse thread
Metric Tap and Die Set 4mm thru 18mm fine and coarse thread
Ball Peen Hammer Assortment
Channel Lock pliers in 9-1/2" and 18"
Lineman's pliers 8"
Diagonal cut pliers 7"
Slip Joint pliers 6-3/4"
Vice Grip pliers 7" and 9"
Needle nose pliers 8"
Wire stripper/terminal end crimping pliers
Snap ring plier assortment or equivalent – inner and outer.
Pipe wrench assortment 8", 16", and 24"
Adjustable wrench assortment 6", 8", 10", 16", and 24"
Multi Meter – (hand held)
Test light probe 12 to 24 volt
25' Tape Measure
Roll Away tool box with functioning locks or equivalent to contain entire tool list
Tubing cutters in mini and standard size with single and double flare tooling
Tin snip plier set, right, left and straight cut
Easy out set up to 1/2"
Digital slide caliper up to 4" jaw opening
Chisel set - assorted
Punch set - assorted
Alignment poker bar set – small, medium and Large
Nut driver set to 7/16"
Feeler Gauges
Combination Square 12"

Letter of Agreement - Trades

Upon receipt of the Maintenance Agreement information, management will review it with the Director of Maintenance and confirm that this is the language to be put into the contract. This shall occur within 30 working days, excluding holidays of receipt of the documents.

Production Incentive Program

A production incentive program is in place and the incentive plan committee will meet quarterly to review the operation of the plan.

Equalization of Overtime

Equalization of overtime – it is agreed that the language of the contract will remain, and be followed. All past practices will cease to exist.

To clarify the rules regarding employees missed for overtime under article 7.12, if it is promptly called to the Company's attention and proven that it was an error, he or she will be offered a shift within that class paid at overtime rates at a time suitable for him or her. It is understood by the parties that no seniority employee will be displaced from their job due to the application of this letter.

Vacation Scheduling

The language will be followed as written in the contract regarding scheduling of vacations and past practice will cease.

Plant Rules

Modify the plant rules - Wash up time – Wash up time will be 10 minutes

Modify the plant rules to address the following: “An employee clocking in or out for another employee will be terminated”.

Lump Sum Payment

The Company agrees to provide a \$1,000.00 lump sum payment to all Employees effective the first pay period following ratification.