Memorandum of Agreement

Between

Stelco Inc. – Pickle Lines ("Company)

-and-

USW Local Union 8782-03 (formerly referred to as 8782B) ("Union")

The undersigned representatives of the parties hereby agree to unanimously recommend the terms of this Memorandum of Agreement ("MOA") to their respective principals for ratification.

- The terms of the Renewal Collective Agreement shall be effective from the date of receipt by the Company of written notice of ratification from the Union and shall expire at 12:01 a.m. on July 1, 2027.
- 2. The term of this agreement begins on July 1, 2022. Except as expressly set forth therein, there shall be no retroactivity to any terms of this Memorandum of Agreement.
- 3. The terms of the Renewal Collective Agreement shall include the terms of the Collective Agreement which expired on July 1, 2022, the terms of the Pension Agreement, the terms of the Group Insurance Agreement; subject to amendments of those various Agreements and Plans as set out in the attached Memorandum of Agreement.

Dated at Hamilton, ON this 26 Day of July, 2022.

For the Company:	For the Union
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MEMORANDUM OF AGREEMENT

Term of Agreement

Expires July 1, 2027 at 12:01 am.

Economics

Wages

The Standard Hourly Wage Rates in effect at the termination of the 2019 Collective Agreement will be \$1.50/hour in each year of the contract for all employees. There will be a COLA roll-in in accordance with Section 4 of Letter of Understanding "G" of the previous Collective Agreement. There shall be no further increases or decreases to the Wage Schedule during the term of the Collective Agreement.

Ticketed Skilled Trades will be moved to a new trades rate of \$38.608, plus COLA roll-in at ratification, plus \$1.50 general increase. In Year 2 an additional \$1.00 plus the \$1.50 as per above. Unticketed Skilled Trades will remain at their current rate.

Students will receive a wage of the lowest hourly wage rate less \$2.00 per hour.

Pensions – Current Employees/Pensioners

There will be no change to the Basic or Supplemental Rates under the Stelco Inc. Retirement Plan for USW Local 8782B members at Pickle Lines ("the Plan").

RRSPs – Current Employees

The contribution rate to the Group RRSP will be increased as per the schedule below.

Year 1: \$0.25 increase (\$2.90) Year 2: \$0.25 increase (\$3.15) Year 3: \$0.25 increase (\$3.40) Year 4: \$0.30 increase (\$3.70) Year 5: \$0.30 increase (\$4.00)

Cost of Living Allowance

There will be no change to the COLA calculation in effect at the termination of the 2019 Collective Agreement.

The COLA provisions will be modified as follows: Increase effective year 1: Increase of \$1.50 per hour (includes 60 cents of prepaid COLA) will be added to all regular job classifications. COLA projected at \$1.64. There

will be a soft float of 65 cents per hour. Increase effective year 2: Increase of \$1.50 per hour (includes 60 cents of prepaid COLA) will be added to all regular job classifications. COLA projected at \$1.12 cents. There will be an adjusted soft float of \$1.17 cents per hour. Increase effective year 3: Increase of \$1.50 per hour (includes 60 cents of prepaid COLA) will be added to all regular job classifications. COLA projected at 59 cents. There will be a soft float of \$1.16 cents per hour. Increase effective year 4: Increase of \$1.50 per hour (includes 60 cents of prepaid COLA) will be added to all regular job classifications. COLA projected at 52 cents. There will be a soft float of \$1.08 COLA cents per hour. Increase effective year 5: Increase of \$1.50 per hour (includes 60 cents of prepaid COLA) will be added to all regular job classifications. COLA projected at 53 cents. There will be a soft float of \$1.01 cents per hour.

The above COLA calculations are based on Bank of Canada projected inflation estimates and may vary depending on actual rates of inflation.

As per the COLA language in Letter of Understanding "G" point 4, the remaining soft float will be rolled in at ratification of the next collective agreement on or before July 1, 2027.

There will be a \$0.65 cap in Years 1 and 2 and a \$0.75 cap in Years 3 and 4.

Profit Sharing Plan

The Profit Sharing Plan will be modified such that there will be an increase to the maximum quarterly payment for active employees from \$3,500 to \$4,000, less applicable deductions. This change will become effective with the calculation for the third quarter of 2022.

The retiree portion shall be amended to provide for a maximum individual retiree payment of \$2,000 per quarter and an aggregate quarterly cap on retiree payments of \$1,670,000 (total combined with Local 8782 Main Plant). This change will become effective with the calculation for the third quarter of 2022.

Plant Holidays

Amend recognized paid holidays to eleven (11), (includes one floating holiday).

Overtime

Amend language on 11.04 ii) b) to apply only to Christmas.

Attendance Program Amend language to reflect the removal of the attendance

program.

Weekly Indemnity Amend Weekly Indemnity coverage to provide (for claims

commencing after July 1, 2022) a weekly benefit equal to that of Lake Erie Works, maintain six (6) month maximum

duration.

Apprenticeship Program Implement relevant provisions of the Lake Erie Agreement

when finalized for Skilled Trades Cooperative Education

Development Pattern.

Other Language Changes, Refer to Appendix:

• Appendix A - Article 2.01 c) – As agreed to during negotiations.

- Appendix A Article 2.04 As agreed to during negotiations.
- Appendix B Article 4.04 As agreed to during negotiations.
- Appendix C Article 5.02 As agreed to during negotiations.
- Appendix D Article 9 As agreed to during negotiations.
- Appendix E Article 11 As agreed to during negotiations.
- Appendix F Article 14 As agreed to during negotiations.
- Appendix G Article 17.01 As agreed to during negotiations.
- Appendix H Article 21 As agreed to during negotiations.
- Appendix I Article 29.01 As agreed to during negotiations.
- Appendix J Article 32 As agreed to during negotiations.
- Appendix K Letter of Understanding "B" As agreed to during negotiations.
- Appendix L Letter of Understanding "C" As agreed to during negotiations.
- Appendix M Letter of Understanding "D" As agreed to during negotiations.
- Appendix N Letter of Understanding "F" As agreed to during negotiations.
- Appendix O Letter of Understanding "M" As agreed to during negotiations.
- Appendix P Letter of Understanding "O" As agreed to during negotiations.
- Appendix Q Letter of Understanding "NEW" (EAP) As agreed to during negotiations.
- Appendix R Letter of Understanding "NEW" (Domestic Violence) As agreed to during negotiations.
- Appendix S Letter of Understanding "NEW" (TFSA) As agreed to during negotiations.
- Appendix T Letter of Understanding "NEW" (Periodic Review of Outstanding Grievances) – As agreed to during negotiations.
- Appendix U Letter of Understanding "NEW" (Replacement of June 2003 Job Evaluation System) – As agreed to during negotiations.
- Appendix V Letter of Understanding "NEW" (LOU "H" Profit Sharing Plan) As agreed to during negotiations.
- Appendix W Letter of Understanding "T" As agreed to during negotiations.

APPENDIX A

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive certified collective bargaining agent for all the production and maintenance employees of Stelco Inc. Pickle Lines within the former City of Nanticoke, with the boundaries that were in effect prior to the amalgamation of January 1, 2001, but excepting:
 - a) Officers and officials of the Company,
 - b) Persons acting in a supervisory or confidential capacity or having authority to employ, discharge, or discipline employees,
 - c) Emergency Services Plant Protection personnel.
- 2.02 Any Collective Agreements for future divisions of Stelco Inc. Pickle Lines in the former City of Nanticoke, within the boundaries that were in effect prior to the amalgamation of January 1, 2001 will be negotiated to reflect the operational requirements of any such future division.
- 2.03 Any changes or amendments to this Agreement during its term shall be incorporated only by mutual agreement between the Company and the Union.
- 2.04 When either the feminine or masculine gender is used the opposite gender may be substituted. Terms importing the singular shall be deemed to include the plural unless the context requires otherwise.
- 2.05 The term "Employee" or "Employees" whenever herein used shall mean only those employees within the bargaining unit as described above.
- 2.06 Persons, who are not members of the Bargaining Unit, shall not perform any work on any jobs, which are included in the Bargaining Unit. It is understood the non-Bargaining Unit personnel may perform Bargaining Unit work in the case of emergency, to provide instructions, for experimental purposes or in the event no qualified Bargaining Unit members are available.

APPENDIX B

ARTICLE 4 - RELATIONSHIP

- 4.01 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.
 4.02 The Company and the Union agree to observe the provision of the Ontario Human Rights Code.
 4.03 The Union agrees that except as provided for in this agreement, there shall be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- On the request of either party, the Company and the Union shall meet every two months, for the purpose of discussing issues relating to the workplace, which affect the parties or any employee bound by this Agreement. Any employee involved shall not suffer loss of regular scheduled earning as a result of attendance at these meetings.

APPENDIX C

ARTICLE 5 - UNION DUES

- 5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's constitution.
- 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-ClO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7, P.O Box 9083, Commerce Court Postal Station, Toronto, ON M5L 1K1 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, aneale@usw.ca.
- 5.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

APPENDIX D

ARTICLE 9 - DISCHARGE & DISCIPLINARY ACTION

9.01	A claim by an employee that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within ten (10) calendar days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.
9.02	In the case of discharge or suspension of an employee, the employee may, upon request to his immediate Supervisor, interview his Union Steward before leaving the plant in a place designated by the Company.
9.03	An employee will not suffer loss of seniority in the event of a suspension or if reinstated following discharge.
9.04	All notations on an employee's record, more than 24 months old shall not be considered in current disciplinary action, provided there have been no notations added during that period. Instruction and re-instruction on appropriate performance of duties, even where noted in a Supervisor's log book, will not be considered disciplinary action.
9.05	The Company may dismiss a probationary employee for any reasons provided it does not act in bad faith or in an arbitrary or discriminatory manner and this shall constitute a lesser standard for the purposes of Section 43.1 of the Labour Relations Act R.S.O. 1990.
9.06	The Company will provide an employee with a copy of the disciplinary action at the disciplinary meeting.

APPENDIX E

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The work week schedule will consist of five (5) eight (8) hour shifts, 4 (four) ten (10) hour shifts, or a twelve (12) hour shift schedule, as per Letter of Understanding "A". The pay week will start Sunday at the time at which the day shift commences as determined by the weekly schedule. 6:45 a.m. and end the following Sunday at 6:45 a.m.
- 11.02 Employees working eight-hour shifts will receive a thirty (30) minute lunch period and a fifteen (15) minute break. Employees working twelve-hour shifts will receive two thirty (30) minute lunches and a fifteen-minute break.
- 11.03 Employees working overtime for two (2) or more hours beyond their regular shift will be allowed a fifteen (15) minute rest period.
- 11.04 Overtime hours will be paid as follows:
 - i) The rate of time and 1/2 will be paid for:
 - a) Hours in excess of the employees scheduled day or completed work week.
 - b) Unscheduled hours worked on a Sunday, when asked for by the Company, provided the employee works his regularly scheduled hours during that pay period and a minimum of thirty six (36) hours per work week.
 - ii) The rate of two times the regular rate will be paid for:
 - a) Unscheduled hours worked on a Company recognized statutory holiday.
 - b) The first 8 hours worked or any additional hours worked beyond the normal workday, on **Christmas Day.**—a Company recognized statutory holiday.
 - iii) Employees will be allowed to be absent one day per calendar year in order to continue to be eligible to be paid under i) and ii) above.
 - iv) Any overtime hours worked shall not be offset by any change(s) in the employees regularly scheduled hours.
- In the event that overtime is required, the Company shall make every effort to distribute overtime in accordance with the Letter of Understanding "C". No employee will be paid for work not performed.
- 11.06 Nothing in this Article shall be construed to mean a guarantee of hours of work per day or per week.

- 11.07 There will be no pyramiding of overtime rates.
- 11.08 Employees working overtime for four (4) or more hours without previous notice shall be entitled to a lunch allowance of nine (9) dollars.
- In the event of a temporary shutdown (i.e. equipment breakdown, shortage of steel, etc.) bumping privileges within their respective crews, or onto a crew working the same hours as displaced employees would have been working, according to the schedule, will be allowed after the employee has lost all or part of one scheduled shift provided they are qualified.
- An employee may give away any regularly scheduled premium time shift or may trade all or part of their regularly scheduled shift to qualified employees with the permission of their Shift Manager. Permission will be verified on a shift change form. The Company will not incur extra costs when employees trade or give away shifts.
- 11.11 It is the employee's responsibility to provide a Doctor's Note, stating that the employee is fit to return to work, prior to returning to work after being absent, due to sickness, for three (3) or more consecutive scheduled working days.
- 11.12 When an employee is injured at work and outside medical treatment is deemed necessary by the Company, it will provide transportation to the nearest hospital for the purpose of medical examination or treatment and return transportation to the plant or employee's home address as appropriate.
- 11.13 A) The Company will post or otherwise make known to employees the following weeks' work schedule by Thursday at 2:00 p.m.
 - B) Where employees' schedules are changed, the Company will endeavour to advise the employees at the earliest practicable time.
 - If the work schedule is changed after Thursday 2:00 p.m. then the employee affected shall receive time and one half on the employee's first scheduled shift provided the employee works. If the employee's first scheduled shift is a statutory holiday then the employee will receive time and one half pay for his second scheduled shift that week.

This provision shall not apply when any change in schedule is due to:

- i) any change in schedule requested by an employee
- ii) any change in schedule due to a breakdown or unscheduled repair
- iii) the appointment of an employee to a permanent vacancy
- iv) the movement of employees due to layoff/bumping

- v) the appointment of an employee to a temporary vacancy and the reassignments when such vacancy and the resulting subsequent vacancies cease to exist
- 11.14 If the parties mutually agree, employees may vote on an alternative weekly schedule rotation in October of any year. A vote of fifty (50) percent plus one (1) is required for a change.

APPENDIX F

ARTICLE 14 – SENIORITY

- 14.01 For the purpose of this agreement, "service" shall mean an employee's length of service with Stelco Inc. Pickle Lines, including all service with Samuel Manu-Tech Inc. and Nelson Steel, since the date of his/her last hiring or rehiring. An employee shall not earn service, and shall be considered as a probationary employee until the employee has worked one thousand and forty (1040) hours. Upon completion of an employee's probationary period his service shall be backdated to the date of hire. If more than one employee is hired on the same date, permanent numbers shall be assigned by alphabetical order of the surname and if needed then by alphabetical order of given name.
- 14.02 A) The parties recognize that job opportunity and security shall increase with the length of service in the Bargaining Unit. It is therefore agreed that in all cases of vacancy, promotion, and transfer, where qualifications (efficiency, skill, physical fitness, and ability) are considered equal, the employee with the greatest length of service (senior employee) will be entitled to preference. In cases of lay-off and recall, where qualifications are considered equal, employees with the least length of service will be laid off first and recalls will be by greatest length of service.
 - B) When the weekly work schedule reflects a reduction of the work force, displaced employees shall bump employees using 14.09. with less service, provided the senior employee is qualified to do the work.
 - C) Employees will maintain their right to return to their job from which they were displaced when work resumes.
 - D) The Company will provide training on the following jobs: Crane Operator and Floor person, if the employee is deemed qualified on any other Line in the Bargaining Unit, or Exit End Helper, Exit End Operator, and Entry End Operator to ensure that the most senior employee remains working in cases of layoff.

Training will be provided as follows:

2 wks – Exit Helper, Exit Operator, Entry Operator, Floor person 3 wks – Crane Operator

E) Effective upon ratification, once per the term of the Collective Agreement, employees will be asked if they want "Job Preference" to be used in the event of displacement. Those choosing job preference will be considered, by length of service, for short term vacancies created on other crews due to vacations, short term leaves, etc., for jobs that the employee has been

displaced from, on twelve (12) Crew Master Schedule, until such time that the Temporary Posting takes effect, if applicable. It is understood that in the event there is no one available to fill these vacancies from the Job Preference list, these vacancies will be filled within the crew. Then the vacancy will be filled by moving employees up, and the vacancy will be filled by the most junior qualified employee from another crew or by calling in an employee previously laid off. It is understood that any vacancies created, after the schedule has gone up, the Job Preference procedure will not be employed for that week.

The employee will be asked by his Shift Manager, which of the two options he prefers. If the employee does not pick, he will default to Option #1. The employee is to have his choice ready, as the Shift Manager will start asking January 1st.

Filling Vacancies:

Option #1- the present method - "Crew Preference"

Short term vacancies (vacation, L.O.A, Sick benefit. less than 6 wks) are first filled using the present members of the crew filling the eventual vacancy with the most junior qualified employee from another crew or with a "spare".

Note: Choosing this option will keep the employee on the same crew as long as the Company possibly can, however, the employee may not be doing the job he prefers to do.

Option #2 "Job Preference"

When a short-term vacancy appears on a crew, the Company will fill the vacancy by:

- The most senior qualified employee who held the position on a twelve (12) crew master schedule that chose the "Job Preference" option.
- 2. Fill the vacancy within the shift and the new vacancy created will be filled by the:
 - a. Most senior qualified "Job Preference" employee, for that job.
 - b. The most junior qualified employee or a "spare".

Note: Choosing this option will allow the employee to do his chosen twelve (12) crew master job more often as they become available, provided he has the service to maintain that position. It may also have the employee switching from shift to shift, week to week.

It is understood that if there are two vacancies for the same job, the most senior employee choosing "Job Preference" will fill the most junior vacancy for that job. This will assure that if there is an overtime vacancy, it will be for the most senior opening.

On 4 crews or less "Job Preference" does not apply. The parties recognize that Management reserves the right to assign employees based on efficiency, skill, physical fitness, and ability, irrespective of their job preference selection, if operating needs require.

- 14.03 A) In recognition of the responsibility of management for the efficient operations of the plant, it is understood and agreed that in all cases management shall have the right to pass over any employee if it establishes that he does not have the efficiency, skill, physical fitness, and ability to perform the job.
 - B) Service shall be maintained and accumulated until lost under Article 14.04.
- 14.04 An employee shall lose all service and be deemed to have terminated employment with the Company if he:
 - A) Voluntarily quits the employ of the Company.
 - B) Is discharged for just cause.
 - C) Fails to report to work within five (5) days after being notified by the Company by registered mail, following a layoff.
 - D) Is absent for three (3) consecutive working days without notifying the Company. Notwithstanding the notification requirement, satisfactory justification for the absence will be required.
 - E) Is laid off for more than eighteen (18) months if the employee has less than five (5) years service, or thirty (30) months if the employee has greater than five (5) years service.
 - F) Fails to return to work upon termination of an authorized leave of absence, unless a satisfactory reason is given to the Company.
- 14.05 The Unit Chairperson will be issued an up to date seniority list on or about every June 30th. A copy of such list shall be posted on the plant bulletin board for employees' inspection. In addition, once every two years, upon request the Company agrees to provide the Union with an up to date employee list, which includes the employees addresses. It is the employees' responsibility to keep the Company informed of his current address and telephone number.

The Company shall furnish to the Union lists of employees laid off and lists of employees recalled under this section.

14.06 A) All job postings will be posted for seven (7) calendar days. Employees absent due to accident, illness or vacation may apply for a permanent job posting within seven (7) calendar days from returning to work in the

department, provided it is within 120 calendar days (to be extended by the duration of the mandatory health and safety training) from the time the job was first posted.

- Permanent job postings will be offered Bargaining Unit wide and awarded to the most senior employee within the department that-has the efficiency, skill, physical fitness, and ability to perform the job. The successful applicant will be given a period of training as specified in Article 14.06(D) at such time that Management deems the need to fill the permanent vacancy. All permanent job postings will be posted within seven (7) calendar days of known to be vacant. For the purpose of this Article, a position will be considered vacant once an employee has left his job to train or to perform his awarded job.
- Newly described and classified jobs posted will be awarded to the most senior employee within the department that has the efficiency, skill, physical fitness, and ability to perform the job.
- D) If there are no qualified applicants for the posting, the most senior applicant with the physical fitness and ability to perform the job will be awarded the job and will have the following maximum training periods available to him. If there are no applicants, the junior employee will be assigned. It is understood that training will be uninterrupted unless a suitable replacement is not available:

2 wks – Exit Helper, Exit Operator, Entry Operator, Floorman, Towmotor Operator.

*Up to 2 shifts when previously qualified on another line 3 wks – Biller, Crane Operator

*Up to 2 shifts when previously qualified on another line
3-4 wks
Line Operator, Set Up Operator, Utility
Exit Helper/Exit Operator/Entry Operator
combination(must be on the same line)

The employee will be considered trained once the employee has completed the required above referenced training period, and the employee and the supervisor sign off on the Qualification Sheet. Should the employee not adapt at any time during the training period, in the Company's opinion, he will be returned to the incumbent job held prior to the new posting.

An employee who is awarded a posting will have 7 calendar days in which he can decide to return to his previous incumbent job except in the case of Line Operator, Set Up Operator and Utility positions. An employee who is awarded the posting of Line Operator, Set Up Operator and Utility will have 14 calendar days in which he can decide to return to his previous incumbent job. Ripple vacancies will be posted and successful candidates

identified, but the ripple transfers will not occur until after the 7 or 14 calendar day period has elapsed. Junior employees assigned a posting will not have the option of returning to their previous incumbent job.

Employees will only have the option of electing to return to their previous incumbent job once every 12 calendar months.

- E) Employees who wish to move off their incumbent job when no openings are available shall ask their Supervisor to post their job. If this job posting is not filled, the employee must remain at his position. An employee will only be allowed to exercise this option once during the term of the Collective Agreement and will not be allowed to return to the job vacated.
- F) Sick leave and compensation cases that are known to be longer than six (6) weeks will be posted as a Temporary Posting only available to qualified employees. Such cases and vacation replacements less than six (6) weeks will be treated as temporary transfers and using the Job Preference System. If no job preference is available the vacancy will be filled by a qualified employee within the crew.
- G) Once an employee has been on a temporary posting assignment for a period of six consecutive months, he may request to return to his incumbent job or the job previously held prior to the posting and the temporary posting assignment will be reposted.
- H) Ripple jobs from temporary postings will be posted as temporary postings. filled by job preference. In the case that there is no job preference employee available, the opening will be first filled by a qualified employee within the crew then by a junior qualified employee.
- 14.07 Whenever it becomes necessary to reduce the work force, the employees affected shall be given as much notice as possible.
- 14.08 If an employee from another division or plant within the Company transfers into the Bargaining Unit his seniority, for the purposes of layoff, call-back, job preference, and overtime opportunities save and except vacation and pension entitlements, shall be the date the employee commenced work in the Bargaining Unit.
- 14.09 A) An employee shall be deemed to be an incumbent to a single job at any one time when:
 - he has successfully bid and been awarded a permanent job posting, or
 - ii) he has been allocated to a job as a new hire and has subsequently earns service on that job.

- B) If an employee is **permanently** displaced from his twelve (12) crew master schedule incumbent job, the displaced employee may bump a less senior employee provided the senior employee has the efficiency, skill, physical fitness and ability for that job and under the following conditions.
- C) If an employee is temporarily displaced from his twelve (12) crew master schedule incumbent job, the displaced employee may bump a less senior employee provided the senior employee has the efficiency, skill, physical fitness and ability for that job and under the following conditions.

The employee:

- 1. Must first bump into same posted job (most junior)
- 2. **Or, if the posted job is not available, bump** into any other job that he is qualified on **(most junior)**

Employees choosing not to bump withing the first week of being displaced will remain unposted and be paid accordingly based on their job on the weekly schedule.

It is understood that employees who exercise the above option will return to their incumbent job or job that they have bumped into, when it becomes available.

APPENDIX G

ARTICLE 17 - LEAVE-OF-ABSENCE

- 17.01 Leave-of-absence without pay may be granted by the Company on request for such reasons as it considers proper. Permission for such leave will not be unreasonably withheld. Leave-of-absence to attend the Union's Conventions or Conferences, with at least two (2) weeks notice, will be considered a legitimate reason providing it does not interfere with the operations, and does not exceed an aggregate of sixty (60) days in any calendar year. An employee requesting a leave of absence other than a leave of absence under Part XIV of the Employment Standards Act, 2000, or under Article 17.03 will be required to use vacation prior to the start of the leave.
- 17.02 The employee will be solely responsible for benefit costs during his personal leave-of-absence and will pay to the Company the cost for such benefit coverage.
- 17.03 The Company agrees to continue the pay and benefits of any employee absent from work on authorized Union business which is not paid for by the Company as provided for elsewhere in this Agreement and the Union shall reimburse the Company for such wages upon receipt of a statement. Before any payment is made by the Company under this provision, authorization by the local Union President in writing shall be required

APPENDIX H

ARTICLE 21 - PLANT HOLIDAYS

21.01 The Company recognizes **eleven (11)** thirteen (13) paid holidays. Paid holidays will be:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One Two Floating Holidays

- In the event that the government declares an additional statutory holiday that the Company does not recognize, one of the floating holidays will be applied.
- 21.03 i) An Employee shall receive eight (8) hours pay for each Company recognized holiday based on the employee's regular rate of pay.
 - ii) The Company agrees that employees scheduled to work a twelve (12) hour shift on a Company recognized holiday, excluding Christmas Day and New Year's Day, and that shift is cancelled by the Company, will be paid at their regular hourly rate for the hours lost.
- To be eligible for holiday pay an employee must report for work the last regularly scheduled shift prior to and immediately following the holiday, or accepts the shift on the holiday, absence will also result in loss of holiday pay.
- 21.05 A) The employee must also have worked seventy (70) hours in the four (4) weeks preceding the holiday, to be eligible for the holiday pay. Booked vacation will be considered hours of work for the purpose of this article, provided the employee would have been scheduled to work or has worked the week prior.
 - B) Eight hours stat pay, as computed under the provision of Article 21.03, for Christmas Day, will be paid to all laid off employees on the Seniority List.
- 21.06 In the event of a lay-off after six (6) months of continuous service, employees will be paid for one floating holiday providing they have not been paid for a floating holiday in the prior six (6) months period.

APPENDIX I

ARTICLE 29 - HUMANITY FUND

29.01

The Company agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the Bargaining Unit for all hours worked. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions remitted to: United Steelworkers (National Office), 234 Eglinton Avenue, East - Toronto, Ontario M4P 1K7, and to advise in writing both to the Humanity Fund at the aforementioned addresses 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.

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise from Article 29.01.

APPENDIX J

ARTICLE 32 – BENEFITS

- The current Health Benefits will be maintained for the life of the Agreement (weekly Indemnity will be twenty six (26) weeks) and the Union will be supplied with a master copy of the Group Insurance Plan. Employees must have three (3) months of service to be eligible for Weekly Indemnity, and the Dental plan. Employees must have three (3) years of service to be eligible for Long Term Disability.
 - B) The Company will pay to a maximum of \$250.00, per eligible family member, for prescription glasses, and up to \$75.00 for eye exams once every twenty-four (24) months. Official receipts must be submitted for reimbursement. Employees must have three (3) months of service to be eligible.
- An employee on a gradual return to work program will receive the greater of his/her hours of work times the appropriate hourly rate totalled for the week or the weekly short term disability rate. It is understood this is not applicable to compensable absences under the Workplace Safety and Insurance Act.

32.03 OPEBs for Retired Members

A) Notwithstanding the terms of the Collective Agreement it is expressly agreed and understood that, effective on Closing, Stelco shall have no obligations to provide other post-employment benefits ("OPEBs") to the retired members of Local 8782B. Instead, Stelco shall be obligated to contribute as set out in the OPEBs Trust and Funding Arrangements (as defined herein). Stelco shall be obligated to pay the costs of the existing retiree benefits as identified in the Collective Agreement and the retiree benefits as identified in the Agreement for an Insurance Program and administration and taxes as well as the administration costs of the trust responsible for administering the benefits set out in the OPEBs Trust and Funding Arrangements (as defined herein). It is provided that the OPEBs Trust and Funding Arrangements do not form part of the Collective Agreement and except for Stelco's obligation to make payments pursuant to the OPEBs Trust and Funding Arrangements, neither the terms of the OPEBs Trust and Funding Arrangements, nor any dispute regarding OPEBs entitlement, are subject to the grievance and arbitration procedure under the Collective Agreement or the dispute resolution provision under the Agreement for an Insurance Program. In the event that Stelco's payment obligation exceeds \$4 million per annum and there is any dispute about the amount to be paid on account of OPEBs in excess of \$4 million. the Union shall indicate its calculation and the arbitrator shall decide what amount, if any, between the amount paid by the Company during the year in guestion and the amount claimed by the Union shall be payable. The

parties shall agree on a panel of arbitrators to adjudicate these, and pension-related, matters.

B) "OPEBs Trust and Funding Arrangements" means the following Stakeholder Agreements: OPEB Funding Agreement and the Employee Life and Health Trust for 8782 and 8782B (the "8782 OPEBs Trust"), together with such additional documentation as the trustees of the 8782 OPEBs Trust deem form part of the 8782B OPEBs Trust documentation, including but not limited to the documentation providing for the governance of the OPEBs Trust and the benefits payable from the 8782 OPEBs Trust from time to time (provided that such additional documentation may not impose any additional obligation to contribute to the 8782 OPEBs Trust on Stelco).

C) No Change to OPEBs

During the Current Collective Agreement and the Renewal Agreement, the Union agrees that it will not alter the benefits provided to or the conditions of eligibility for OPEBs Agreement other than to harmonize them with those of 8782 retirees and to add out-of-country medical coverage for retirees provide that employees will be eligible for OPEBs when they:

- i) have thirty (30) years' credited service;
- ii) are age sixty (60) with not less than ten (10) years of service;
- iii) are age sixty-five (65) with not less than two (2) years of service;
- are not less than age fifty-five (55) and have a combined age and service totalling not less than eight-five (85);
- <u>v)</u> have not less than ten (10) years of service and meet the definition of "disability" within Stelco's long-term disability policy; or
- <u>vi)</u> are age fifty-five (55) with not less than ten (10) years of service and have obtained the Company's consent.

APPENDIX K

LETTER OF UNDERSTANDING "B" RE: STUDENTS

Persons hired for vacation relief will not acquire service and may be terminated by the Company at any time. It is agreed that the termination of a person hired for vacation relief will not be subject to the grievance and arbitration procedures.

In addition, persons hired for vacation relief will not be considered employees for purposes of contributions to the Group RRSP (referred to in Article 23), will not be eligible to participate in the Group Insurance Program, SPP, PSP or Weekly Indemnity.

It is understood that persons hired for vacation relief will be limited to the period April 15 to the Tuesday following Labour Day unless mutually agreed to between the Parties.

- Students, employed by the Company shall have been pursuing a full time education at an accredited school, college or university, within the last four months prior to their date of hire and must indicate their intention of returning to school.
- Students can be employed between April 15th and September 15th, the Christmas Break two (2) weeks and the Spring Break one (1) week.
- Students shall not acquire service and may be terminated at any time without restriction.
- If a student is hired as a full time employee, their probationary period will be waived provided the student has worked for the Company for 6 months of the last 12 months, prior to their date of hire.
- Students shall only be entitled to wage payments for hours worked in accordance with the Collective Agreement (including holiday pay in accordance with the Employment Standards Act) and shall not be entitled to any other compensation or benefits.

APPENDIX L

LETTER OF UNDERSTANDING "C" RE: ALLOCATION OF OVERTIME

- 1. A) If the vacancy occurs on the same day, employees on the shift of the vacancy are moved up. If a vacancy remains, it is filled by the senior qualified employee available to ensure continuous operations.

 B) If the vacancy is known in advance of the shift (more than 24 hours), the employee who is qualified working on that line and that job by seniority. Then, the employee who is qualified on that job by seniority.
 - A) The employee who is working on that line and that job by seniority.
 - B) The qualified employees who are working on another line and on that job by seniority.
 - C) Employees on the shift of the vacancy are moved up and the vacancy created is filled by the senior qualified employee available.
 - D) Qualified employee on layoff provided no additional safety training is required
- E) Qualified student currently employed
- 2. If notification of a vacancy is given less then two hours prior to the beginning of the shift, the employees working the shift may be asked to work up to four (4) hours, using the above guidelines, until the vacancy can be filled. It is understood that if the vacancy cannot be filled in its entirety that the employees on the shift following the vacancy shall be asked to come in early in the same sequence as stated in item one (1).
- 3. If any overtime is given to any employee incorrectly, it will be changed if detected in time. If the improper scheduling of overtime is not detected and corrected in time, the employee who should have been scheduled, according to that week's posted schedule, shall be offered the opportunity to make up the hours missed at the applicable overtime rate. These hours shall be used for training on a mutually agreed date with a two (2) week period for the purpose of this clause the time limits are for direction, not mandatory.
- 4. All overtime will be posted in the department.
- 5. Saturday Maintenance help, other than maintenance workers, will be offered on a rotational basis, starting with the most senior qualified employee. Should the person refuse the shift, it will count as a maintenance helper shift worked. Coil repair helpers will be offered overtime using the same system.
- A double overtime is sixteen (16) of twenty-four (24) hours at overtime rates.
 Premium shifts worked, traded or given away shall not apply in these instances.

- 6. Any voluntary overtime shifts accepted may not be given away or traded by an employee.
- 7. Employees will be called for overtime according to their scheduled jobs, on that week's schedule. The Company shall not be responsible for missed call-ins due to shift changes.
- 8. Employees are not permitted to give shifts away to laid-off employees.

Foreman Vacancy

If a Foreman vacancy is filled by a bargaining unit member, on that shift, for the purposes of allocating overtime, if needed, the overtime procedure will be followed using the position that the bargaining unit employee held as the vacancy and not the Foreman's position.

APPENDIX M

LETTER OF UNDERSTANDING "D" RE: PLACEMENT OF ACCOMMODATED EMPLOYEES

The Company and the Union agree to the establishment of a Program for the Rehabilitation of Disabled Employees. The objective of this Program is to provide meaningful work opportunities to assist in the rehabilitation of Pickle Lines employees who are considered medically to be temporarily or permanently disabled, as a result of occupational or non-occupational injury or illness.

The primary objective is to return employees to the work function they held prior to their injury or illness with acceptable restrictions within the regular work scope. If this cannot be accomplished within an employee's own department, the employee may be assigned to another available work function in his/her department or an available work function in another department.

For the purpose of this letter, employees will be deemed "temporarily disabled" if they have been medically assessed as having an "impairment" as defined in the Workplace Safety and Insurance Board Act; or if they have suffered a disabling non-occupational injury or illness and have subsequently been medically assessed as able to return to their previous occupation, or may be able to do so after rehabilitation initiatives.

For the purpose of this letter, employees will be deemed "permanently disabled" if they have been medically assessed as having a "permanent impairment" as defined in the Workplace Safety and Insurance Board Act.

In order to give effect to the foregoing, the Parties agree to establish the Accommodation Committee. This committee shall consist of a Co-chairperson from the Union, a Co-chairperson from Human Resources, the Manager and the Unit President, or their delegates. The Accommodation Committee shall meet when it is necessary to assess the requirements to place a disabled employee into a meaningful work opportunity.

Employees requiring short term accommodation (up to thirty days) can return to meaningful work opportunities within their department with the agreement of Supervision. The Company Disability Management Representative will provide the Union with notification of such accommodations on a regular basis.

Accommodations that are expected to be longer than thirty days or those accommodations that have extended beyond thirty days, requires a meeting of the "Accommodation Committee". The Department Supervisor or the disabled employee should notify the Co-Chairperson of the "Committee" to arrange for the meeting.

It is understood that disabled employees will be considered for accommodation in the following order: modifications to the work functions performed by the employee prior to the injury or illness; other meaningful work within the employee's own department; meaningful work in another department.

Employees who are returning to work on a Workplace Safety and Insurance Board sponsored work program, will meet with the Union WSIB Committee Chairperson or delegate, the Company Disability Management Representative and the Workplace Safety and Insurance Board representative prior to a return to work. Where it is necessary to accommodate an employee on work other than their regular occupation, the Accommodation Committee will be involved to review such placement.

The Company and the Union agree that this article is not structured to facilitate the placement of employees at the time of initial injury. The Company and the Union agree that this article is to facilitate disabled employees after maximum medical recovery has occurred and any physical and/or psychological restrictions have been identified by the medical profession.

Employees who are to be assigned work as a result of this Program shall produce medical documentation preferably from a specialist in the field of disability being claimed, identifying the specific restrictions or limitations and the abilities or tasks/functions which the employee can perform. The period of time for which the employee requires these accommodations is also to be provided. The medical information is to be provided the Company Medical Officer for review. He will then provide input to the Accommodation Committee (via the Company Disability Management representative). Employees on the Program may be required to provide up to date medical documentation in support of their ongoing medical condition and may be required to undergo periodic medical review.

It is further agreed that an employee under consideration for assignment within the Program for the Rehabilitation of Disabled Employees is not eligible to displace any employee from any occupation. If a disabled employee is provided training on a job in an established line of sequence, he/she will not be eligible to apply for any permanent or temporary posted vacancies on such job while other more senior employees have applied for and are awaiting training on such job.

Pregnancy Accommodation

The Company and Union agree that any employee, during her pregnancy, who believes the health of her unborn child may be affected by her present job assignment, can utilize the Disabled Employees Rehabilitation Program.

In the event an employee becomes disabled as a result of occupational or nonoccupational illness or injury during the course of his employment, every effort shall be made by the Company and the Union to give the employee such suitable employment within the bargaining unit as is available. The Company and the Union will form an "Accommodation Committee", consisting of no more than four people, and the following will be the guidelines in handling such cases. The Company and the Union agree that all accommodation cases will be judged on medical restrictions (FAF) and will be handled on an individual basis. The goal of any accommodation is to return the injured employee to the regular duties of his/her posted job. It is understood that in order to accommodate an employee, the Committee will require to be supplied with a medical prognosis to be provided by the employee.

In terms of a permanent accommodation all resources will be used to properly situate the employee (e.g. WSIB Ergonomist) and make necessary job modifications required to make the job compatible.

Permanent accommodation will be assessed in the following manner, considering all available medical information:

- Determine if the employee requiring accommodation can fit into any available job posting that has not been awarded.
- In the event that an accommodated employee needs to displace another employee, the most junior employee at the Nanticoke plants, in that position, will be displaced.
- The displaced employee will use his seniority to bump into another job, training will be provided, if required.

Temporary accommodation will be assessed in the following manner, considering all available medical information:

- Determine if the employee requiring accommodation can temporarily fit into any available job posting that has not been awarded.
- In the event that an accommodated employee needs to displace another employee, the most junior employee at the plant of the injured employee, will be displaced.
- The displaced employee will use his seniority to bump into another job that he is qualified for.

APPENDIX N

LETTER OF UNDERSTANDING "F" RE: ATTENDANCE PROGRAM (NOT TO FORM PART OF THE COLLECTIVE AGREEMENT)

All hours accumulated from January 1, 2021 to June 30, 2022 must be taken off by December 31, 2022.

- (A) This time off must be scheduled ahead of time with the Supervisor, and will be considered the lowest priority (all other employees regular vacations will have priority). When taking time off for perfect attendance, the time must be taken in eight (8) or twelve (12) hour increments (depending on whether you are working eight (8) or twelve (12) hour shift), unless you have less than eight (8) hours and then it must be taken all at once. Anything less than 8 hours shall be converted into cash or RRSP Contribution. Attendance time can also be used when calling in sick in lieu of being recorded as absent.
- (B) Hours accumulated during the year can be converted into cash or RRSP contribution. Hours accumulated will be paid out at straight time from the employees average hourly work rate, during the previous year.

The Company agrees to continue to recognize good attendance as follows:

- For every month in which employees have perfect attendance (no infractions), they will accumulate two (2) hours off for a possible total of twenty four (24) hours off per year.
- Negative hours will accumulate also.
- For each attendance infraction, hours will be deducted from the accumulated hours (Positive OR Negative) as follows:
 - (A) Every call in will result in an eight (8) hour deduction, regardless if the callin is for a regularly scheduled shift, a scheduled O/T shift, or a voluntary O/T shift that you have already agreed to work.
 - (B) Every give away shift will result in a four (4) hour deduction.
 - (C) Every late, left early, missed punch (in or out), less than full shift on time card will result in a two (2) hour deduction after the grace period is exceeded. Late up to fifteen (15) minutes: docked on half hour pay, but does not count against perfect attendance unless you have used up your two (2) graces. Late more than fifteen (15) minutes: docked amount of time late (minimum one half hour) minus two (2) hours, no perfect attendance for that month. Grace is only given on lates up to fifteen (15)

- minutes, missed punches or no eight (8) or twelve (12) hours on punch card for a total of two, not two (2) of each.
- (D) Each day leave of absence will also result in an eight (8) hour deduction unless leave was for authorized Union business.
- (E) Each day on compensation, lay off, or authorized leave of absence for Union business will not result in any deduction, but you must average twenty (20) hours per week to achieve the two (2) hour credit for perfect attendance for that month.
- (F) Note: Absenteeism for:

 Jury duty

 Death in family as per agreement

 Paternity (one day) leave

 Vacation

 Attendance Time will not result in any deductions.
- 4. (A) All hours accumulated during the year must be taken off by the end of the following year. This time off must be scheduled ahead of time with the Supervisor, and will be considered the lowest priority (all other employees regular vacations will have priority). When taking time off for perfect attendance, the time must be taken in eight (8) or twelve (12) hour increments (depending on whether you are working eight (8) or twelve (12) hour shift), unless you have less than eight (8) hours and then it must be taken all at once. Example: You have four (4) hours; you must take four (4) hours once, not two (2) hours twice. Attendance time can also be used when calling in sick in lieu of being recorded as absent.

EXAMPLE 1:			
Month	Attendance	Accumulated Hrs.	
Jan. 1990	Perfect Attend.	Hours	2
Feb. 1990	Call-in-	Hours 2 8=	-(6)
Mar. 90/Nov. 90	Perfect Attend	Hours (6) +18=	12
Dec. 90/Sat. 3-11	Giveaway	Hours 12 - 4=	-8
ACT OF A COLOR OF THE SECOND STATE OF THE SECO	TOTAL HOURS AT YEAR	END IS	-8
EXAMPLE 2:			
Month	Attendance	Accumulated Hrs.	
Jan.90/June 90	Perfect Attend.	Hours 6 x 2 =	12
July 1990	Late	Hours 12 - 2 =	10
Aug. 1990	Perfect Attend	Hours 10 + 2 =	12
Sept. 1990	No Punch (in/out)		
64250 1420 0425 1425	(After Grace)	Hours 12 - 2 =	10
Nov.90/Dec.90	Perfect Attend	Hours 10 + 4 =	14
	TOTAL HOURS AT YEAR	END IS	14

(B) Hours accumulated during the year can be converted into cash or RRSP contribution. Hours accumulated will be paid out at straight time from the employees average hourly work rate, during the previous year.

APPENDIX O

LETTER OF UNDERSTANDING "M" RE: DISCRIMINATORY HARASSMENT

The following policy with respect to discriminatory harassment is endorsed by both parties:

"Stelco Inc. and the United Steelworkers believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.

No individual should experience workplace harassment. Workplace harassment occurs where a person engages in a course of vexatious conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

No individual should suffer from or be exposed to harassment at work, based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, **gender identity, gender expression,** disability, age, record of offences, marital status, same sex partnership status, family status, or **disability** employment status. Harassment is a course of conduct or comment that offends or abuses a person on any of the grounds stated above, where such behaviour is known or ought reasonably be known to be offensive and unwelcome.

Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender-based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he or she has been subjected to harassment as defined above to immediately report such concerns to the designated representative. The Company will advise the designated Union representative of such allegation. All allegations will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment."

Investigation and Resolution Procedure

A. The Company and Union will discuss the establishment of a mutually acceptable procedure for investigation and resolution of allegations of discriminatory harassment. Each party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations at the plant level.

- B. In addition to the investigative procedure established at each plant, the following Appeal procedure is established in the event that an allegation is not satisfactorily resolved:
 - The employee who claims a personal violation of the Policy may, within thirty (30) days of the date he or she is advised of the results of the investigation, at the plant level, appeal the allegation in writing to the two-person Appeal Committee as established hereinafter. The Committee will, as soon as possible following receipt of the written appeal, meet and review the facts pertaining to the allegation. The Appeal Committee may, at their discretion, seek any additional pertinent information by interviewing the complainant and other employees at the plant location. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate plant Company and Union designated representatives. In the event that the allegation is not resolved in this manner, the Committee The investigators will prepare and issue a report of their findings and recommendations. Such report will be issued in confidence to the plant designated representatives who shall endeavour to resolve the allegation with the complainant Complainant, and the Local Union and local pPlant Mmanagement. In the event that the matter continues to be unresolved, the Management of the plant will determine whether an employee has been in violation of the Policy and what appropriate disciplinary action will be taken. Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against him/her.
 - 2. The Appeal Committee will be composed of one person designated by the United Steelworkers District 6 Director as referenced in the Union's Policy document re Discriminatory Harassment and one person appointed by the Company from the corporate office. The two persons so appointed will remain the permanent Appeal Committee to investigate and attempt to resolve all appeals from the various plants of the Company.
 - The Union and the Company may substitute another person as their permanent designated Appeal Committee member but it is intended by both parties that their designated member be appointed on a long term basis where possible.
- C. It is understood and agreed that the procedure established by this Letter of Agreement to investigate and resolve harassment complaints does not deny any employee from pursuing his/her complaint through the applicable legislative procedure and the internal procedure is intended as an alternative process which the individual may elect at his/her option. It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

APPENDIX P

LETTER OF UNDERSTANDING "O" RE: HAMILTON WORKS EMPLOYEES PERMANENT TRANSFER TO LAKE ERIE WORKS – PICKLE LINES

As a result of recent increases in operating levels at the Lake Erie Works – Pickle Lines, Hamilton Works employees now have the opportunity to apply for consideration to fill permanent production vacancies at the Lake Erie Work – Pickle Lines.

This opportunity is open to all production operators in Hamilton Works. Management reserves the right to deny the transfer of an employee if operation needs require. Please be advised that selected applicants will be subject to a standard interview and selection process. Successful applicants must be medically fit and possess the necessary basic skills to perform the available work and will be assigned to these production vacancies at the sole discretion of the Company, with consideration being given to the employee's skills and background.

Successful candidates will be permanently transferred to Lake Erie Works – Pickle Lines and granted service for purposes of Pension, Group Insurance and Vacation Entitlement, provided such person successfully completes the normal 760 hour probationary period in effect at the Lake Erie Works – Pickle Lines.

If deemed by Management that the employee has not successfully completed the required 760 hour probationary period, the employee will have the right to return to Hamilton Works in accordance with Section 7.06 of the Hamilton Works Basic Agreement. Management reserves the right to waive the probationary period requirement for certain employees based on their previous Pickle Line work performance, knowledge, skills and abilities at the sole discretion of the Company.

Permanently transferred employees with a Company Start Date prior to July 7, 2011 will be enrolled in the Lake Erie Works – Pickle Line Defined Benefit pension plan, while those employees with a Company Start Date after July 7, 2011 will be enrolled in the Lake Erie Works – Pickle Line Defined Contribution Group RRSP program. Effective the date of permanent transfer, the employees will be enrolled in the Lake Erie Works – Pickle Line health benefits and will earn the rate of pay outlined in the Wage Schedule for the Lake Erie Works – Pickle Lines. The Pickle Line Collective Agreement will be applicable to the Hamilton Works transfers as of the effective date of permanent transfer.

The employee's work assignment and hours of work will be based on operational needs.

Employees considering a permanent transfer to the Lake Erie Works – Pickle Lines must complete the form accompanying this Letter of Agreement prior to assignment to the initiative. The completed form should be forwarded to Employee Relations—Philip La Macchia or Paulette DeRosa—located in the Hamilton Works Wilcox office.

Date: June 22, 2012 Signed by the following: For the Company: Jodi Koch For Local 8782: Robert Newstead For Local 1005: Rolf Gerstenberger

APPENDIX Q

Letter of Understanding "NEW" - EAP

The Company makes an Employee Assistance Program available through a third-party provider.

Employees may access the program without cost and in complete confidence.

Sample services will help:
Manage emotional well-being
Enhance relationships
Succeed at work
Overcome addictions
Explore child and elder care resources
Manage personal finances
Improve physical well-being

APPENDIX R

Letter of Understanding "NEW" - DOMESTIC VIOLENCE

The Employer and the Union agree that all employees have the right to be free from domestic violence and are committed to providing assistance and a supportive environment to employees who are experiencing domestic violence by providing appropriate assistance and supports. The Employer and the Union recognize that assistance and supports that are adopted must be specific to individual needs, which will vary. Accommodations and supports that can be considered include but are not limited to accommodating a leave of absence under the various provisions of this Agreement, modifying working hours, adjusting work schedules, referral to EAP or other appropriate resources, providing for discretionary time off, and working with the employee to design and implement an individual safety plan. The Employer and the Union recognize that situations of domestic violence are highly sensitive and accordingly will only disclose relevant information on a need-to-know basis, or as may be legally required. The Parties shall also abide by the relevant provisions of the *Employment Standards Act*, 2000 pertaining to Domestic Violence.

APPENDIX S

Letter of Understanding "NEW" – Tax Free Savings Account (TFSA)

During the 2022 negotiations, the parties agreed that, in conjunction with the introduction of the TimeLogiq StaffRight payroll system, the Company would explore the feasibility of allowing employees to make contributions to their Tax-Free Savings Accounts by means of payroll deductions.

The Company does not manage the TFSAs. The Company retains an administrator (currently Manulife) to do so.

APPENDIX T

Letter of Understanding "NEW" – PERIODIC REVIEW OF OUTSTANDING GRIEVANCES

During the 2022 negotiations, the parties agreed that, where necessary, the Unit Grievance Chair, a member of the Senior Level Committee, the United Steelworkers' Staff Representative and the Vice-President of Human Resources, or designee, will meet to review, and attempt to resolve, outstanding grievances.

APPENDIX U

Letter of Understanding "NEW" – Replacement of June 2003 Job Evaluation System

During the 2022 negotiations, the parties agreed that the June 2003 Job Evaluation System is obsolete. The parties agreed to meet within one hundred twenty (120) days of the date of ratification to discuss and agree upon a new job evaluation system, including a procedure to deal with any claims by employees who believe that their positions have been unfairly evaluated in the adoption of the new system.

The parties recognize that, upon the adoption of a new system, it will be necessary to amend collective agreement language to remove references to the June 2003 Job Evaluation System and to replace them with equivalent references to the new system.

APPENDIX V

Letter of Understanding "NEW" – LOU "H" Profit Sharing Plan

Notwithstanding the provisions of Letter of Understanding "H" the Company and the Union have agreed that hours of absence while in receipt of WI will be treated as hours for which the rate applicable under the Profit Sharing Plan shall be paid as follows:

Hours of absence for those in receipt of WI Benefits will be eligible for PSP to a maximum of six (6) months and if they continue to meet the definition of disability, for a period of six (6) months thereafter.

The above applies to Profit Sharing Plan payments commencing Q3 2022.

APPENDIX W

LETTER OF UNDERSTANDING "T" RE: RETIREES ELIGIBLE TO RECEIVE PROFIT-SHARING PAYMENTS

During negotiations in 2016-17, the parties considered issues relating to the distribution of profit-sharing payments to retirees pursuant to Letter of Understanding "H" of the Collective Agreement. The parties have agreed that retirees who are not receiving pension payments under either the pre-2018 Stelco Pension Plan or the 2018 Stelco Legacy Defined Benefit Plan, but who are receiving payments from the Stelco Group RRSP will be considered to be "plan participants" within the meaning of Letter of Understanding "H" of the Collective Agreement for the purposes of receiving distributions under the Profit-Sharing Plan, provided that they:

- (a) have thirty (30) years' credited service;
- (b) are age sixty (60) with not less than (10) years of service;
- (c) are age sixty-five (65) with not less than two (2) years of service;
- (d) are not less than age fifty-five (55) and have a combined age and service totalling not less than eighty-five (85);
- (e) have not less than ten (10) years' service and meet the definition of "disability" within Stelco's long-term disability policy; or
- (f) are age fifty-five (55) with not less than ten (10) years of service and have obtained the Company's consent.

Those who are eligible for deferred pensions but have elected not to take the pension will not be eligible for retiree PSP until they elect to receive a pension.

Signed this day the	26	of	July	2022	
				Low Wall	
For the Company			For the Local Union		

