

# **COLLECTIVE AGREEMENT**

between

**NEELON CASTING LTD.**  
(hereafter called the "Company")

and

**UNITED STEELWORKERS  
OF AMERICA, Local 6363**  
(hereafter called the "Union")



Effective

January 1, 1998 to November 30, 2000

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The parties agree that it is mutually beneficial and desirable to continue to promote and develop a harmonious relationship, to maintain equitable earnings, labour standards, wage rates, and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties, without interruption of work.

## **ARTICLE 2 - RECOGNITION**

- 2.01 (a) The Company recognizes the Union as the sole collective bargaining agency for all plant employees of the Company at its Iron Foundry operation in Sudbury, save and except forepersons, persons above the rank of foreperson, clerical, office, and sales staff and students employed during the summer school vacation period.

***For the purposes of clarity, the parties agree that the term "summer school vacation period shall be between May 1st and August 31st of each year.***

Labourers and Production Trainees shall have preference in work assignments within a department over students.

The Company shall designate to each student the period of employment when being hired; a copy shall be submitted to the Union.

- 2.01 (b) The parties agree that the Company may employ casual employees who would be excluded from the bargaining unit subject to the following conditions:
- (1) The Company will not employ casual employees to such an extent that would

cause lay-off of regular employees or to maintain such regular employees on lay off, or to prevent a full time employee from receiving a promotion to a higher rated job.

- (2) Such casual employees shall be employed solely to cover absenteeism for any reason, vacation periods, and peak production periods.
- (3) Such casual employees will not exceed 12 in number at any one time, plus 1 additional casual employee for each 25 additional permanent employees with a base of 250 employees.
- (4) In the event of a breach of a condition in this Article, the use of casual employees can be revoked by either party on 90 days' clear notice from the anniversary date of the Collective Agreement.
- (5) Casual employees shall pay dues and assessments as per Article 5.01.
- (6 ) If a permanent position becomes available, it will be offered to the casual employee with the earliest start date. Such employee will be credited with all days worked towards his probationary period. On becoming a full time employee after satisfying Article 8.01 his seniority shall start with his date of hire.
- (7) The lay off of casual employees will be in inverse order of start date.
- (8) A casual employee may exercise the grievance procedure where termination of employment without just cause has occurred.

- (9) If the number of casual employees exceeds the agreed limits, then a permanent position will be created for each one above the limit.
- (10) A list of casual employees will be provided to the Union monthly.
- (11) Casual employees will be paid the appropriate rate for the job performed as outlined in Article 27 of the Collective Agreement.
- (12) **Casual employees shall be provided the opportunity to work overtime only after all qualified regular employees have been offered the overtime work,**

2.02 The Company agrees that in normal circumstances employees excluded from the bargaining unit shall not perform work normally performed by employees covered by the collective agreement.

The Company shall therefore, restrict the performance of bargaining unit work by non-bargaining unit employees to situations involving instruction, experimentation (including the development of new products, methods, or operations), emergency work, and other circumstances where bargaining unit employees are not at work and readily available.

For the purpose of the above, the term "not at work and readily available" shall mean where bargaining unit employees cannot be contacted and brought in within one shift.

2.03 **The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its potential effect upon such matters as job opportunity for the employees.**

*The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and to the time to do the work, attempt to minimize the amount of work to be "contracted out" during this Agreement. The Company further agrees that where practical, it will meet as necessary, with the President of the Local Union or his designate to discuss information concerning its "contracting out":*

*Where practical, the Company will endeavour to provide the Local Union President or his designate with information describing the work to be contracted out, the estimated start and completion dates of the work, the estimated number of contractor's employees and the reason(s) for contracting the work out, prior to the start of any such contract work.*

*Consistent with this Article, the Company shall have the right to contract out work it deems necessary. However, such contracting out shall not be done if it results in the lay off of licensed skill trades classified employees.*

### **ARTICLE 3 - DISCRIMINATION**

- 3.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, national origin, sex, or because of his activity or lack of activity in the Union. Whenever the masculine gender is used, it shall be deemed to include the feminine where the context so requires.
- 3.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain

members of the Union and to participate in its activities.

3.03 **Sexual Harassment**

The Employer and the Union agree that there shall be a working environment which is free from sexual harassment. For the purpose of this clause, sexual harassment means:

- (1) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (2) implied or expressed promise of reward for complying with a sexually oriented request;
- (3) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (4) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

An employee may report a complaint to a joint committee which shall consist of one Company representative and one Union representative. The complaint shall be investigated in a confidential manner and the finding with recommendations for a satisfactory resolution shall be submitted to the affected employee. All information of the committee respecting the complaint, investigation, report or other pertinent information shall be confidential. Nothing shall prevent any employee from pursuing his or her complaint through the available legal procedures or the government procedure.



#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is exclusively the function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees subject to the provisions of this agreement provided that a claim of discriminatory promotion, demotion or lay-off, or that an employee who has acquired seniority has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
  - (c) maintain and enforce reasonable rules and regulations governing the conduct of the employees; and
  - (d) generally to manage the industrial enterprise and, without restricting the generality of the foregoing, to determine number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery, and equipment to be used, schedules of production, the engineering and designing of its products, the control of materials and parts to be incorporated in products produced, the products to be handled, and all other matters concerning the Company's operations not otherwise specifically dealt with elsewhere in this agreement.
- 4.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this agreement.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 As a condition of employment all employees must become and remain members of the Union in good standing, upon completion of probationary period. The Company shall, during the life of the agreement, as a condition of continued employment, deduct from the pay due to each such employee, a sum equal to Union dues in an amount certified by the Union to the Company to be currently in effect, according to the Union Constitution, and remit the same prior to the 15th day of the month following in which such deductions are made, to the International Treasurer of the Union. The Company shall, at the time of making each such payment to the International Treasurer of the Union, name the employees from whom such deductions are made. Deductions from each employee, including probationers entering the employment of the Company shall commence with the first pay cheque received from the Company.
- 5.02 In consideration of the deducting and forwarding of Union Dues in accordance with the foregoing, the Union agrees to indemnify and save the Company harmless against any claim or liability that may arise out of or by reason of deductions made or payments made in accordance with this Article.
- 5.03 During the employee's initial week of employment each employee shall be introduced to the Union Steward and Union Health & Safety Committeeman in his area and they shall be allowed up to one (1) hour in privacy, with no loss of pay for the purpose of familiarization, including safety procedures. In addition, new employees will be given a copy of the Collective Agreement at this time. The Company shall

identify probationary employees on the Seniority List with a "P".

- 5.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month.
- 5.05 The Company agrees to record total Union dues deductions paid by each employee on his T-4 Income Tax Receipt.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company acknowledges the right of the Union to appoint or to otherwise select from the employees in the bargaining unit up to fourteen (14) stewards, one who shall be the Grievance Committee Chairman, to assist the employees in presenting their grievances to the Company and deal with other matters relating to the administration of the current agreement, providing that only stewards with grievances they are assisting in, and the Grievance Committee Chairman shall be present at such meetings. Such stewards shall be assigned to shifts and zones within the plant.

A steward shall be allowed time off during his shift with permission from his immediate supervisor to investigate a grievance or complaint on the job and such permission shall not be unreasonably withheld.

The plant Grievance Committee Chairman and steward attending grievance meetings with the Company (excluding arbitration hearings) shall not suffer any loss of base rate earnings including shift premium.

***The Company further agrees to assign the***

**Local Union President to a steady day shift except where production difficulties may require a temporary shift assignment.**

- 6.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given the Company an opportunity of adjusting his complaint. If an employee, who may request the assistance of a steward, has a complaint which he wishes to discuss, he shall take the matter up with his Supervisor within five (5) of the complainants working days after circumstances giving rise to the complaint have originated or occurred. The Company shall reply within two (2) of the complainants working days after the complaint has been heard.
- 6.03 If the employee's complaint is not settled under 6.02 above, it may be taken up as a grievance within five (5) of the grievers working days following the Company's decision in the following manner and sequence.

**Step No. 1**

The employee, who may be accompanied by the steward, may present his grievance to his immediate supervisor. The grievance shall be in writing on a grievance form approved by the Company and shall include the nature of the grievance, ***the section(s) of the contract which the grievor feels was violated*** and the remedy sought. Failing settlement, The Company shall deliver its decision in writing within five (5) of the grievers working days following the presentation of the grievance.

**Step No. 2**

Within five (5) of the grievers working days after

the decision in Step 1 is given, the employee may submit the written grievance to the Human Resources Department. A meeting will then be held between the Division Manager or his designate, Steward, Grievance Chairman and Griever, within five (5) of the grievers working days and an accredited representative of the Union shall be present at the request of either the Company or the Union. The decision of the Division Manager or his designate shall be delivered in writing within five (5) of the grievers working days of the meeting. It is understood that the Division Manager or his designate may have such counsel and assistance as he may desire at any such meeting. **Step No.2** meetings will normally take place **on Friday of each week during the day time hours unless otherwise mutually agreed to by the parties.**

6.04 Any difference (hereinafter called a direct difference) arising directly between the Company and the Union as to the interpretation, application, administration, or alleged violation of the collective agreement, **shall be originated under Step No.2 of the Grievance procedure within fifteen (15) calendar days of the occurrence of such incident by the grieving party to the other.**

The written notice shall specify the nature of the grievance, the remedy sought, and the provisions of the agreement alleged to be violated. There shall be a discussion of such grievance between the officers of the Local Union, the International Representative, and Representatives of the Company. If the parties are unable to resolve said grievance, it may be referred to arbitration by either party within **thirty (30)** days of the meeting.

- 6.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step No.2 and the time limits set out with respect to that Step shall appropriately apply. It is understood and agreed that all grieving employees shall sign a copy of the original grievance which shall then be originated under Step No.2..
- 6.06 Failing a settlement under Step No. 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within *thirty (30) calendar days after a decision in Step No. 2 is received or should have been received*, it shall be deemed to have been *abandoned*.
- 6.07 No adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date the complaint was discussed or presented to the Company under the procedure outlined in Sections 6.02 and 6.03 except with respect to grievances involving errors in pay calculations.
- 6.08 In all steps of the grievance procedure, where no written answer has been given within the time limit specified, the employee or employees concerned, the Union or the Company, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure.
- 6.09 When either party requests that any matter be

submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this agreement.

The matter in dispute shall be referred to an arbitrator mutually agreed upon by both parties. If the parties are unable to agree upon an arbitrator within a period of the (10) working days after the initial request, then either party may request an arbitrator to be appointed by the Minister of Labour for the province of Ontario.

- 6.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 6.11 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, or to alter, modify, add to, or amend any part of this agreement.
- 6.12 The proceedings of the arbitrator will be expedited by the parties hereto.
- 6.13 Where a single arbitrator is appointed, both parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 6.14 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this agreement, to be confirmed in writing.
- 6.15 When an employee is called in for an interview with supervisory personnel or management, if he is to be disciplined, he shall have the right to have a steward present and a copy of any discipline will be given to the employee and the Union within five (5) days.
- 6.16 (a) Disciplinary notations will be removed from an employee's record as follows:

Verbal warnings after 12 months  
Written warnings after 12 months  
Suspension after 12 months

- (b) An employee will be allowed to review his/her disciplinary record once every twelve (12) months. ***In addition, an employee will be allowed to review his/her personnel file once during the term of this agreement upon written request to the Human Resources Department, Such review of the personnel file shall be done on an employees' off shift.***

#### **ARTICLE 7 - DISCHARGE CASES**

7.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his probationary period and, accordingly, the release of a probationary employee will not be subject to the grievance procedure.

A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) calendar days after the discharge is effected. Such special grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Company's action in dismissing the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.



**ARTICLE 8 - SENIORITY**

- 8.01 An employee will be considered on probation and will not be subject to the seniority provisions of this agreement until he has completed sixty (60) days worked with the Company. On completion of such probationary period the employee shall receive seniority starting with his date of hire but in no case shall seniority predate the date of hire. Seniority shall be based on length of continuous service, and except as otherwise specified in the Collective Agreement, the parties recognize that seniority is the principle of granting preference in matters relating to employment.
- 8.02 The Company agrees to post on the bulletin board the seniority list showing the names of each employee within thirty (30) days following execution of this agreement. After such posting, each such list shall become final with respect to the employees designated therein, except as to any employee who disputes, under the grievance procedure, the accuracy of his seniority date within ten (10) working days after the list is posted. The Company agrees to post up-to-date seniority lists once every three (3) months thereafter and provide one (1) copy for each steward and send one (1) copy to the Union.
- 8.03 An employee shall lose all seniority and shall be deemed to have quit on the following basis:
- (a) Voluntarily quits the employ of the Company.
  - (b) Is discharged and the discharge is not reversed through the grievance procedure or arbitration.
  - (c) ***"Is laid off and fails to return to work within seven (7) calendar days after he has been notified to do so by the Company by registered mail to the employee's last known***

**address on the Company's records, unless his failure to return within seven (7) calendar days is for a good reason"**

- (d) Is absent for three (3) consecutive working days without notifying the Company unless he provides a reason satisfactory to the Company for the absence.
  - (e) Is absent due to lay-off for a period in excess of the length of his seniority or 12 months, whichever is less. For employees with three (3) years' seniority, this period will be extended to twenty-four (24) months, and for employees with ten (10) years' seniority, the period will be extended to thirty (30) months.
  - (f) Is absent due to illness or non-occupational accident for a period in excess of one (1) year. For employees with ten (10) years' seniority, this period will be extended to **thirty (30) months**.
  - (g) Utilizes a leave of absence for purposes other than those for which the leave of absence may be granted. It is agreed that a leave granted for a specific purpose shall be deemed to have the duration of the time granted.
- 8.04 It shall be the duty of employees to notify the Company promptly of any change in address. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such an employee.
- 8.05 In all cases of promotion (except promotion to positions excluded from the bargaining unit) and in all cases of decrease or increase of working force, the following factors shall be considered by the Company:
- (a) Seniority.

(b) Knowledge, efficiency, and ability to perform the work.

(c) Physical fitness.

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

The Company agrees to list the qualifications required, the shift schedule and the wage rate on all job posting notices.

8.06 In all cases of lay-off and recall from lay-off, seniority shall apply, providing the Company is not prevented from maintaining a working force of employees who are qualified and willing to perform the normal requirements of the jobs available. It is understood that probationary employees shall be laid off first.

8.07 Notwithstanding Section 8.06, the Company may lay-off employees without regard to seniority in the event of **breakdowns or other operating difficulties where:**

- (1) Immediate action is required.
- (2) Employees qualified to perform the remaining work are available.
- (3) A period of time is required to correct the breakdown or operating difficulty.
- (4) There is no absolute knowledge that the breakdown or operating difficulty was going to occur.
- (5) The employees at work are gainfully and productively employed.
- (6) Employees from other shifts who are not involved are not affected.
- (7) Employees remaining at work are assigned to

work where necessary

- (8) Employees who volunteer to leave work have no impact on this article.
- (9) Employees who, if affected by the operating difficulty or breakdown lose hours of work, will at the earliest practical opportunity be offered available overtime work for which they are qualified. Such overtime need not be an equitable distribution.

It is understood and agreed that such lay-off without regard to seniority shall be limited to a period of twenty-four (24) hours following the completion of the shift in which the difficulty arose.

It is further understood and agreed that the Company shall be limited in exercising this waiver of seniority to a maximum of three (3) occasions per employee in each contract year of this agreement.

- 8.08 (a) The Company agrees that it will post vacancies in classifications, as defined in each group under **25.02(a) and 25.02(b)**. A vacancy shall be an opening caused by other than sickness, accident or vacation which is expected to last in excess of thirty (30) days. A notice will be posted on the bulletin board describing the vacancy for a period of five (5) calendar days. The Company will receive applications from employees on the seniority list through interested employees signing the notice during the five (5) day period.
- (b) The successful applicant shall be selected in accordance with the criteria in Section 8.05. The Company shall post the name of the successful applicant within three (3) days following the posting period. When identifying the successful applicant, the Company shall forward a copy of the

job posting, including all applicants and the successful applicant to the Union.

- (c) It is recognized that the Company has the right to fill any vacancy on a temporary basis pending the selection, if any. Provided, however, an employee assigned to fill any vacancy on a temporary basis, such ability gained to perform the job during this period shall not be used against any other employee when a selection is made to fill a permanent vacancy. In the event that an employee is temporarily transferred for the convenience of the Company and such transfer is one (1) or more hours uninterrupted, the employee shall be paid at his rate or the rate of the job whichever is higher. This provision shall not apply in a lay-off or recall situation or in respect of production trainees.
- (d) Any applicant selected in accordance with this article shall be given a reasonable opportunity to confirm his suitability for the job. It is agreed where an applicant has failed to prove his suitability he shall revert to his former classification without prejudice providing not more than twenty (20) working days have elapsed since the time of the transfer, or, if the applicant so desires, he may revert back to his former classification without prejudice providing not more than ten (10) working days have elapsed since the time of the transfer.
- (e) The Company need not consider any applicant for any posting who has exercised his right under 8.08(d) within the four (4) month period preceding the vacancy, and for six (6) months on the job where his rights were exercised.
- (f) Vacancies will be posted plant-wide. If in the opinion of the Company there are no qualified applicants to fill the vacant position the Company

shall have the right to hire from outside.

- (g) *“An employee transferred out of the bargaining unit shall maintain and accumulate seniority he had in the bargaining unit for a period of six (6) months. After this period, he will lose all bargaining unit seniority if he remains outside the bargaining unit. In the event he returns to the bargaining unit after the six (6) month period, he will be considered a new hire!”*
- (h) The successful applicant will receive the job rate or his rate, whichever is higher, not later than twenty (20) days after the posting or when he is assigned to the job, whichever is sooner. Further, the successful applicant will be assigned to the job within forty-five (45) days of the posting of his name.

8.09 (a) **Temporary Vacancies**

For any temporary vacancies of less than *forty-five (45) days*' duration, as between two or more available employees in a department, the most senior shall be given preference.

- (b) Vacancies caused by sickness or accident expected to last in excess of *forty-five (45) days* will be posted. Vacancies resulting from the posting will be filled by assignment.

8.10 (a) When a Production Trainee, replacing an employee who is absent for any reason, has completed one hundred and sixty (160) full hours on a job, he shall commence to be paid the rate of that job while performing that job.

- (b) When the Production Trainee works one (1) or more hours uninterrupted on a job where he has already qualified in 8.10(a) he shall be paid the rate of that job while performing the job.

8.11 Within a job classification, it may be necessary to assign employees to a different shifting schedule. Where there is no increase in the number of employees within the job classification, such assignment will be by seniority.

8.12 *The Company agrees to provide notice of layoff or pay in lieu of notice to employees on the following basis:*

- Up to 3 months service* - no notice
- 3 months but less than 2 years service* - (1) **week**
- 2 years but less than 3 years service* - (2) **weeks**
- 3 years but less than 4 years service* - (3) **weeks**
- 4 years but less than 5 years service* - (4) **weeks**
- 5 years but less than 6 years service* - (5) **weeks**
- 6 years but less than 7 years service* - (6) **weeks**
- 7 years but less than 8 years service* - (7) **weeks**
- 8 or more years service* - (8) **weeks**

**ARTICLE 9 - BEREAVEMENT PAY**

9.01 In the event of a death in the immediate family of an employee covered by this agreement, the Company agrees to grant time off and to make up the employee's base rate pay (exclusive of premiums) for any absence up to a period of three (3) *consecutive working days of the employee* for the purpose of bereavement. Such time shall *be regularly scheduled working days of the employee which must be taken by the employee on the day of the*

***funeral and immediately before or immediately after the day of the funeral. In the event that the day of the funeral falls on the employees regularly scheduled day off, the employee is required to take the time immediately before or immediately after the day of the funeral.*** Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, grandparents, brother-in-law and sister-in-law.

9.02 In the event of the death of a grandparent-in-law, ***grandchild, son-in-law and daughter-in-law*** the Company agrees to grant one (1) day's leave to attend the funeral and compensate the employee for lost pay at the employee's base rate (exclusive of any premiums) for said day.

9.03 Unless an employee otherwise identifies his spouse, for the purposes of this article "spouse" shall be the person designated by the employee as his spouse on the employee's group insurance transaction card.

#### **ARTICLE 10 - JURY OR WITNESS DUTY**

10.01 An employee who is called for jury duty or as a witness subpoenaed to a criminal or civil proceeding who is not defendant or plaintiff and who as a result thereof loses time from work, shall receive for each day so lost the difference between his applicable pro-rated daily or hourly rate and the jury or witness fee to which he is entitled for such day. The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.

#### **ARTICLE 11 - PAY ON DAY OF INJURY**

11.01 The Company agrees that an employee who is



injured at work in the course of his employment shall be entitled to payment for the balance of his regular scheduled shift at his base rate plus shift premium.

**ARTICLE 12 - CALL OUT TIME**

- 12.01 An employee who has left the Company premises and who is called back to work outside of his regular scheduled hours shall be paid at the appropriate overtime rate for all work performed with minimum of four (4) hours' pay at his base rate, provided he has completed his previously scheduled shift, and except to the extent that his period overlaps and extends into his regular shift in which case the employee shall receive only his appropriate overtime rate for all hours actually worked prior to the commencement of his regular shift.

**ARTICLE 13 - REPORTING TIME**

- 13.01 An employee who reports for work at his regular starting time and for whom there is no work available of the type regularly performed by him, shall be given four (4) hours employment at other work designated by the Company and paid for at his base rate, or, if there is no other work available, he shall be paid the equivalent of four (4) hours wages at his base rate, unless he was previously notified not to report to work.

**ARTICLE 14 - HANDICAPPED EMPLOYEES**

- 14.01 In the event of employees sustaining injuries at work or becoming effected by occupational disease during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to provide such handicapped employees suitable employment as may be available.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01 The normal work week shall consist of forty (40) hours and the normal work day shall consist of eight (8) hours. Where operations permit, the work week shall consist of five (5) consecutive days, Monday through Friday. It is expressly understood, however, that the provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day, nor as to the days of work per week, nor as a guarantee of working schedules.

Where it is necessary for the Company to implement a major change to the normal hours of work or work weeks as set out above, it will first advise the Union as to the proposed new work week and provide the Union with an opportunity to make any representation prior to its implementation and the Company shall give reasonable consideration to any such representations provided they are made promptly.

- 15.02 Overtime performed under normal circumstances shall be voluntary. Notwithstanding, it is recognized that the needs of the business may require overtime work and employees agree to work overtime in situations where a failure to perform overtime work would result in a shutdown of production operations.

It is further agreed that all work performed by the employee on his first, second, third, and/or fourth day of rest shall be voluntary. It is understood and agreed, however, that if the Company authorizes work to be performed by the employee on his first, second, third and/or fourth day of rest, and the employee agrees to perform such work, such employee is required to attend work

in the same manner and under the same conditions as if it were a regular scheduled day for the employee involved for attendance purposes.

- 15.03 All authorized overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular straight-time hourly rate for all hours worked in excess of eight (8) hours per day and two (2) times the employee's regular straight-time hourly rate for all hours worked in excess of ten (10) hours in a day. For purposes of clarity a "day" shall be a period of twenty-four (24) hours beginning with the start of an employee's shift.
- 15.04 All authorized overtime work on an employee's first day of rest in his work schedule shall be paid for at time and one-half (1-1/2) and double time (2) for all hours worked in excess of ten (10) in addition to the applicable shift premium.
- 15.05 All authorized overtime work performed on an employee's second, third, and/or fourth day of rest in his work schedule shall be paid for at double time (2), in addition to the applicable shift premium.
- 15.06 It is understood and agreed that there shall be no pyramiding of overtime or other premiums under the provisions of this Article or elsewhere in the collective agreement, except as otherwise provided in the agreement.
- 15.07 The Company shall attempt to distribute overtime opportunities as equitably as practicable amongst employees who are qualified and normally perform the work in question. Where it has been demonstrated that such distribution has not been accomplished, those employees adversely affected shall be given the first opportunity to perform available overtime work for which they are qualified. Refusal of an overtime

opportunity shall be considered time worked for the purpose of calculating equitable distribution of overtime.

15.08 Where a statutory holiday falls during an employee's normal work week, it shall be considered as a day worked for the purpose of computing overtime under the provisions of this Article.

15.09 It is recognized by the parties that the nature of the business may require that the half (1/2) hour unpaid lunch or twenty (20) minutes paid lunch, and the rest periods, may be staggered or otherwise scheduled by the Company so as to maintain full operations. With this understanding, there shall be a rest period of ten (10) minutes during each half (1/2) of each shift at times consistent with efficient operation.

- (a) Continuous shifting employees shall be granted a twenty (20) minute paid lunch period.
- (b) Steady day workers working full overtime shifts to be granted twenty (20) minute paid lunch.

15.10 Shift premium shall be payable for all hours worked on any off-shift. For the purpose of this article, an off-shift shall be any shift, the majority of hours of which fall outside the current normal day-shift work day.

Afternoon Shift - Forty cents (.40¢) per hour.

Night Shift - Fifty-fivecents (.55¢) per hour.

Effective January 1, 1996, night shift - sixty cents (.60¢) per hour.

Effective January 1, 1997, night shift - sixty-five cents (.65¢) per hour.

For the purpose of clarity, where an employee

works overtime he shall be paid a shift premium at the rate applicable to the shift worked.

- 15.11 The Company agrees to pay a premium of forty cents (.40¢) per hour for regular scheduled hours worked on Saturday.

Effective January 1, 1996, Saturday premium will be forty-five cents (.45¢) per hour.

Effective January 1, 1997, Saturday premium will be fifty cents (.50¢) per hour.

The Company agrees to pay a premium of one dollar (\$1.00) per hour for regular scheduled hours worked on Sunday.

For the purpose of clarity this Saturday and Sunday premium shall be in addition to the appropriate shift premium for working on the off shifts on Saturday and Sunday.

- 15.12 The Company agrees to provide for employees who work more than two (2) hours overtime prior to or at the completion of their eight (8) hour shift, a twenty (20) minute paid lunch and a lunch allowance of five dollars (\$5.00).

- 15.13 The Company agrees to provide for employees scheduled to work one (1) hour or more overtime, when such overtime is in continuity of their regular shift, a ten (10) minute rest period at the beginning of the overtime period.

- 15.14 Notwithstanding the provisions of Article 8, where an increase in the number of employees in a job classification is required, an employee on shift work may bid on a steady schedule job or different shifting schedule job despite the fact that a successful bid would not be a promotion, provided he can qualify under the terms of Article 8.05.

## **ARTICLE 16 - BULLETIN BOARDS**

- 16.01 The Company agrees to provide the Union with ***(two (2) glass encased and lockable bulletin boards*** for the sole use of the Union in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by the officers of the Union and provided such notices have received prior written approval of the Division Manager or his designate.

## **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 The Company may in its discretion grant leave of absence without pay to any employee for legitimate personal reasons. Employees granted leave of absence pursuant to this Section shall accumulate seniority for a maximum of four (4) weeks.
- 17.02 The Company agrees to grant leave of absence without pay for Union business to employees elected by the Union to attend conventions or conferences provided it does not unduly interfere with the efficient operation of the Company. It is understood, however, that the cumulative total leave of absence granted under this section shall not exceed ***fifty (50)*** working days in any calendar year, and that such requests for such leave of absence shall be made at least two (2) weeks in advance of such leave. Employees granted leave of absence pursuant to this section shall accumulate seniority for a maximum of six (6) weeks.
- 17.03 The Company shall grant leave of absence to Local Union Officers, Stewards, Safety and health Committeemen if such leave does not unduly interfere with operations, for the purpose of attending to normal administrative functions of the Local Union to attend Union schools. Such

leaves shall be restricted to a cumulative total of thirty (30) days per year. Request for additional leave will not be unreasonably denied.

**ARTICLE 18 - NO CESSATION OF WORK**

- 18.01 Neither the Union nor any employee shall take part in or call, or encourage, any strike, sit-down, slow-down, or any suspension of work against the Company which shall in any way affect the operations of the Company, nor shall the Company engage in any lock-out.

**ARTICLE 19 - SAFETY AND HEALTH**

- 19.01 *The Health and Safety of all employees is of primary importance to the Company and the Union and their goal is the prevention of all accidents, occupational illness and injuries.*

*Management accepts its responsibility to inform employees of known hazards and to develop effective standards for protecting the Health and Safety of employees, in accordance with established plant safety rules.*

*The safe way, with effective accident prevention and occupational health programs, is not only the most efficient and profitable way to operate a business, but the best way to safeguard the employees and the public from personal suffering and family hardship caused by injuries and occupational related illness.*

*Attention to Safety and Health and avoidance of losses from accidents are responsibilities of all employees.*

*All employees will be trained in accident prevention and hazardous awareness required to comply with safety and health rules and*

*procedures and given recognition for good performance.*

*All employees will follow all Health and Safety rules and regulations.*

- 19.02 The Company and Union agree to name a Safety and Health Committee comprised of four (4) Company and four (4) union representatives. A staff representative of the Union, at the request of either party, may attend regular monthly Safety and Health meetings. The Committee's function will be to promote safety and industrial hygiene and hold regular monthly meetings.
- 19.03 (a) The Company agrees to pay to *eligible* employees who have completed their probationary period, a safety footwear allowance in the amount of *ninety dollars (\$90.00)* payable on June 1 of each year.
- (b) In addition to 19.03(a) the Company *also* agrees to pay to *eligible* Melt Department employees who have completed six (6) continuous months in the Department as of January 1, a safety footwear allowance of *ninety dollars (\$90.00)* payable on January 1 of each year.
- (c) Any employee other than in the Melt Department required to work with hot metal shall be entitled to a re-imbusement of up to *ninety dollars (\$90.00)* on the proof of purchase if replacement of boots is required. This provision will apply one time per year.
- (d) *In order to be eligible for the safety footwear allowance in this Article, an employee must be actively at work for a minimum of one (1) week since the last boot allowance was paid.*



19.04 The Company agrees to pay the employees who have completed their probationary period, a reimbursement of up to seventy-five dollars (\$75.00) for Safety Prescription Glasses to employees who have established proof of need and proof of purchase. Such glasses must be C.S.A. Industrial Safety Approved, with side shields. The Company will continue the practice of supplying frames upon request.

The Company will continue this same allowance more than once in a calendar year upon proof of need.

19.05 The Company agrees to provide the opportunity for hearing tests and chest x-rays to be available periodically.

An employee may be required to report for work early for the purpose of hearing tests. In such circumstances, the Company agrees to pay an employee at his regular base rate for any time in excess of one-half (1/2) hour spent outside his normal working hours taking such tests.

#### **ARTICLE 20 - INSURANCE AND WELFARE**

20.01 The Company shall contribute the full cost of the premiums for the following welfare benefits to bargaining unit employees and the provisions of the respective plans shall be amended to provide for the benefits set out below:

##### **Summary of Benefits:**

- (a) Group Life Insurance-  
\$27,000.00 effective January 1, 1995  
\$28,000.00 effective January 1, 1996
- (b) Accidental Death and Dismemberment Insurance-  
\$27,000.00 effective January 1, 1995  
\$28,000.00 effective January 1, 1996

- (c) Surgical and medical benefits under O.H.I.P.
- (d) Supplementary Health Benefits:
  - (i) Semi-private hospital
  - (ii) Prescription Drugs - Two dollars (\$2.00) deductible per prescription
  - (iii) Special Nursing Services
  - (iv) Appliances.
- (e) Weekly Indemnity - to provide sixty-six and two thirds percent (66-2/3%) of gross earnings for twenty-six (26) weeks beginning on the first day of accident or hospitalization and fourth day of sickness.
- (f) Dental Plan - if a dental services plan is enacted by the government, the Company will not be obligated to continue any payments to or for the benefit of employees which are no longer necessary to ensure that dental services equivalent to those under the present plan are maintained. The Company shall be entitled to retain all monies from any cost reduction to its contributions per employee which result from the enactment of any government plan.

In any case, unless the government plan specifically requires greater Company contributions, the present per-employee Company cost shall not be increased.

Dental plan shall be the basic dental plan with O.D.A. **1997** schedule of payment effective **January 1, 1998**, and shall increase to the O.D.A. **1998** schedule of payment *effective January 1, 1999, and shall increase to the O.D.A. 1999 schedule of payment effective January 1, 2000*, and in addition shall provide for reimbursement of fifty percent (50%) of the

payments in respect of major benefits (i.e. crowns, braces, dentures, etc...), and reimbursement of check-ups scheduled every nine (9) months.

- (g) A family vision care program to provide for vision care costs up to *one hundred and fifty dollars (\$750.00)* per person over a twenty-four (24) month period. *Effective January 1, 1999 vision care costs will increase to one hundred and seventy-five dollars (\$775.00).*
- (h) The Company will cease to pay benefit premiums of an employee who is absent from work in excess of fifty-two (52) weeks by reason of sickness or accident (occupational or non-occupational). This period will be extended to *twenty (20) months* for employees with ten (10) years or more of seniority. Weekly indemnity premiums will not be paid by the Company in excess of twenty-six (26) weeks.
- (i) Long Term Disability Plan effective after twenty-six (26) weeks of disability at sixty-six and two-thirds percent (66 2/3%) of regular earnings to age sixty-five (65).

20.02 *The Company will provide insurance booklets to each employee outlining the insured benefits referred to in the Collective Bargaining Agreement. Newly hired employees will be provided the insurance booklets after successfully completing their probationary period.*

#### **ARTICLE 21 - STATUTORY HOLIDAYS**

21.01 Employees who have completed their probationary period shall receive the following plant holidays with pay:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Day	Three (3) Floater Days (to be taken between Christmas and New Year's)

- 21.02 Plant holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his regular straight-time base rate of pay up to a maximum of eight (8) hours.
- 21.03 In order to qualify for plant holiday pay, the employee must work his full scheduled shift on each of the work days immediately preceding and immediately following the plant holiday concerned. Exceptions to this being off on either of the qualifying days because of illness, bereavement leave, jury duty, authorized leave of absence or as a witness subpoenaed to a civil or criminal proceeding.
- 21.04 Employees unavoidably late on either of the qualifying days, up to a maximum period of one (1) hour will not lose qualification for holiday pay.
- 21.05 If any of the above holidays fall on a Saturday or Sunday, the Friday prior to or the Monday subsequent to the holiday will be observed as a holiday.
- 21.06 Any employee required to work on a plant holiday shall be paid time and one-half (1/2) for all hours worked, and double (2) time for all hours worked in excess of ten (10) in addition to the applicable shift premium, in addition to any holiday pay to which he may be entitled.

Such employee may opt in lieu of the above to take another day off at a time mutually conve-

nient after providing a reasonable written notice of the desired day. In such circumstances the employee shall not be paid for the lieu day taken.

**ARTICLE 22 - VACATIONS**

- 22.01 An employee with less than one (1) year's service with the Company, as of June 30 in any year shall be entitled to vacation with pay in accordance with the Employment Standards Act.
- 22.02 An employee with one (1) or more years' continuous service with the Company, as of June 30 in any year shall be entitled to two (2) weeks vacation with pay at the rate of four percent (4%) of his earnings for the previous year.
- 22.03 In the calendar year that an employee has completed five (5) or more years' continuous service with the Company, he shall be entitled to a total of three (3) weeks' vacation with pay at the rate of six percent (6%) of his earnings for the period July 1 of the previous year to June 30 of the current year.
- 22.04 In the calendar year that an employee has completed ten (10) or more years' continuous service with the Company, he shall be entitled to a total of four (4) weeks' vacation with pay at the rate of eight percent (8%) of his earnings for the period July 1 of the previous year to June 30 of the current year.
- 22.05 In the calendar year that an employee has completed fifteen (15) or more years' continuous service with the Company, he shall be entitled to a total of five (5) weeks' vacation with pay at the rate of ten percent (10%) of his earnings for the period July 1 of the previous year to June 30 of the current year.

22.06 Vacation pay will be paid on the last pay day before shutdown unless *otherwise mutually agreed to between the employee and the Company.*

22.07 *The Company will endeavour to specify any planned shutdown by February 1st in the vacation year.*

*Under normal circumstances, employees who are not required to work during the posted plant shutdown periods will take vacation at those times. However, the Company and the employee may mutually agree to schedule vacations at time other than plant shutdown periods giving due consideration to the efficient operation of the plant and the employee's seniority.*

*Employees who are scheduled to work during the posted plant shutdown periods will take their vacation at some time mutually beneficial to the employee and the Company. Preference in scheduling will be in accordance with Seniority. Such preference will be provided to management by March 15th in the vacation year. For employees whose vacation entitlement is greater than the posted plant shutdown periods or for employees who have any unused vacation following plant shutdowns, such vacation is to be taken by the employee no later than June 30th of the next year at a time mutually agreed between the employee and the Company. Preference in scheduling these remaining vacations will be in accordance with seniority.*

*Such preference will be provided to management by March 15th in the vacation year.*

*Vacation entitlement from one year is not to be held over to run adjacent to the next years entitlement.*

*An employee who volunteers for the work that may be offered at the posted plant shut-down periods (normally two weeks in the summer and one week at Christmas) will be entitled to schedule his vacation period at a time approved by management but no later than June 30th of the next year. The employee shall identify his preferred vacation period at the time he volunteers to work the shut-down period.*

*The Company will post vacation schedules by May 1st in the vacation year.*

#### **ARTICLE 23 - NEGOTIATION COMMITTEE**

- 23.01 The Company agrees to recognize and deal with a negotiating committee of not more than five (5) employees plus president or chairperson who shall be regular employees of the Company, along with representatives of the International Union.
- 23.02 The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.
- 23.03 The Company agrees to allow members of the negotiating committee the day off work on each day the committee is scheduled to meet with members of management.

#### **ARTICLE 24 - PREGNANCY LEAVE**

- 24.01 The Company shall allow pregnancy leave of absence in accordance with the applicable legislation with no loss of seniority. The Company will

continue to pay the premiums of applicable benefits during pregnancy leave.

**ARTICLE 25 - BASE RATES FOR JOB CLASSIFICATIONS**

- 25.01 The Company agrees to pay and the Union agrees to accept for the term of this agreement the hourly base rates for the job classifications set out below.
- 25.02 (a) Job classifications referred to in Article 25.01 are:
- Group 1 - Maintenance 1(a) (Bi-Skilled - ***Licensed Electrician & Licensed Millwright***)
  - Group 1 - Maintenance 1 (Licensed)
  - Group 2 - Design Technologist
  - Group 3 - Technician 1
  - Group 4 - Maintenance 2 (has accumulated number of hours of experience that would permit him to sit trade license exam)  
Technician 2
  - Group 5 - Technician 3
  - Group 6 - Maintenance 3 (does not have number of hours of experience that would permit him to sit trade license exam)
  - Group 7 - Utility and Refractory Maintenance
  - Group 8 - ***Coreless Furnace, Channel Furnace, Arc Furnace***
  - Group 9 - Disa, Auto Pour, Metal Transfer, Wheelabrators
  - Group 10 - Trades Helper, Utility (Grind), Forktruck, Core Machine Operator, ***Core Floater.***



Group 11 - Grind, Sort, Inspect, Production  
Trainee, Disa and Melt, Core Packer

Group 12 - Labourer, Janitor

25.02 (b) Group 1 - Lab Technicians

Group 2 - Pattern Shop

Group 3 - Tooling Co-ordinator, CMM Operator

Group 4 - Quality Control Inspector

Group 5 - Stores Department, Maintenance  
Clerk

**25.03 - Automatic Progression- Schedule "B"**

*Absence in excess of thirty (30) days will not be counted in calculating time periods in the automatic progression set out at the various levels of each job classification in Schedule "B".*

**25.04** *In situations where an employee is temporarily transferred to a higher rate classification and any of the following circumstances apply, the employee shall receive the base rate of higher classification.*

- 1) Paid Holidays
- 2) Bereavement Leave
- 3) Day of Injury
- 4) CallOut Time
- 5) Reporting Time
- 6) Union Steward Performing Union Work
- 7) Employee Performing Health & Safety Committee Work

**ARTICLE 26 – UNION/COMPANY MEETINGS**

**26.01** *The Union and the Company agree that information and discussion meetings shall take place quarterly. Both parties shall provide an agenda for discussion at the meetings.*

*Such meetings shall take place at the request of either party on five (5) days' notice. The Company agrees to discuss with the Union any jobs that are contracted out by the Company.*

**Article 27 – SCHEDULES OF WAGES**

**27.01 Schedules "A", "B" and "C" attached.**

**SCHEDULE "A"  
SCHEDULE OF WAGES**

JOB CLASSIFICATION	EFFECTIVE	EFFECTIVE	EFFECTIVE
	JAN. 1/98	JAN. 1/99	JAN. 1/2000
1(a) Maintenance 1 (a) Bi-Skilled (on completion)	\$23.12	\$23.62	\$24.12
1. Maintenance 1 (Licensed)	20.62	21.12	21.62
2. Design Technologist	20.62	21.12	21.62
3. Technician 1	19.62	20.12	20.62
4. Maintenance 2 (has accumulated number of hours of experience that would permit him to sit trade licensing exam)	18.62	19.12	19.62
Technician 2	18.62	19.12	19.62
5. Technician 3	17.99	18.49	18.99
6. Maintenance 3 (does not have number of hours of experience that would permit him to sit trade licensing exam)	16.57	17.07	17.57
7. Utility and Refractory Maintenance	16.21	16.71	17.21
8. Coreless, Channel Furnace, Arc Furnace	15.63	16.13	16.63
9. Disa, Auto Pour, Metal Transfer, Wheelabrators	15.31	15.81	16.31
10. Trades Helper, Utility (Grind) Forktruck, Core Machine Operator, Core Floater	14.87	15.37	15.87
11. Grind, Sort, Inspect, Production Trainee Disa and Melt, Core Packer	14.45	14.95	15.45
12. Labourer, Janitor	13.79	14.29	14.79

**NOTE:** Maintenance 3 will automatically progress to the pay rate of Maintenance 2 upon completion of the necessary hours to sit the trade licensing exam.

**SCHEDULE "B"**  
**SCHEDULE OF WAGES**

JOB CLASSIFICATION	EFFECTIVE	EFFECTIVE	EFFECTIVE
	JAN. 1/98	JAN. 1/99	JAN. 1/2000
Group 1: Level I - 0-6 mos.	\$13.79	\$14.29	\$14.79
Level II - 6-12 mos.	14.45	14.95	15.45
Level III - 12-18 mos.	15.31	15.81	16.31
Level IV - 18-24 mos.	15.63	16.13	16.63
Level V - 24-36 mos.	16.21	16.71	17.21
Level VI - 36+	16.87	17.37	17.87
Group 2: Repair I - 0-6 mos.	12.72	13.22	13.72
- 6-12 mos.	13.89	14.39	14.89
- 12-24 mos.	14.55	15.05	15.55
- 24+	14.74	15.24	15.74
Repair II - 0-6 mos.	14.97	15.47	15.97
- 6-18 mos.	15.41	15.91	16.41
- 18+	15.73	16.23	16.73
Repair III - 0-24 mos.	16.31	16.81	17.31
- 24+	16.97	17.47	17.97
Group 3: Level I - 0-6 mos.	15.31	15.81	16.31
Level II - 6-12 mos.	15.63	16.13	16.63
Level III - 12-24 mos.	16.21	16.71	17.21
Level IV - 24-36 mos.	17.21	17.71	18.21
Level V - 36+	18.07	18.57	19.07
Group 4:			
Q.C. Inspector I - 0-12 mos.	14.87	15.37	15.87
Q.C. Inspector II - 12-24 mos.	15.63	16.13	16.63
Q.C. Inspector III - 24-36 mos.	16.21	16.71	17.21
Q.C. Inspector IV - 36+	16.87	17.37	17.87
Group 5:			
Stores Clerk I - 0-12 mos.	13.79	14.29	14.79
II - 12-24 mos.	14.45	14.95	15.45
III - 24-36 mos.	14.87	15.37	15.87
IV - 36+	15.63	16.13	16.63
Maintenance Clerk I - 0-12 mos.	12.62	13.12	13.62
II - 12-24 mos.	13.79	14.29	14.79
III - 24+	14.45	14.95	15.45

If current rate is higher than identified above, it shall remain.

**NOTE:** Tool Co-ordinator will receive 10¢ per hour more than the posted rate in recognition of the Disa alignment functions.

**SCHEDULE "C"**

(1) **New Hire Employees**

An employee may be hired at eighty-five percent (85%) of the rate of the job. Such employee will go to one-hundred percent (100%) of the job rate upon completion of sixty (60) days worked.

(2) **Lead Hands**

A Lead Hand is an hourly rated employee designated by the Company, who receives written and/or verbal instructions from his supervisor with regard to work to be done within his department and who conveys those instructions to other hourly rated employees, as required. It is clearly understood that a Lead Hand's duties do not include the disciplining of any employee. An employee designated as Lead Hand shall receive a premium of one dollar (\$1.00) per hour over the rate of the highest person led.

(3) **Salary Protection**

In the event that the cost of living index (C.P.I. 1971=100) should increase in excess of five and eight/tenths percent (5-8/10%), the Company agrees to make a lump sum payment equal to one percent (1%) of wages or any part thereof for each one percent (1%) or any part thereof that the cost of living in the said period exceeds five and eight/tenths percent (5-8/10%).

For the purpose of this section, "period" shall be a calendar year.

4) **STEELWORKERS MEMBERS PENSION BENEFIT PLAN**

***Effective February 1, 1998 the Company will contribute for each hour actually worked by the employee to the Steelworkers Members Pension Benefit Plan in accordance with the following schedule:***

<i>Time Period</i>	<i>Contribution</i>
<i>January 1, 1998</i>	<i>Eighty cents (\$0.80) per hour actually worked per employee.</i>
<i>January 1, 1999</i>	<i>Eighty-five cents (\$0.85) per hour actually worked per employee.</i>
<i>July 1, 1999</i>	<i>Ninety cents (\$0.90) per hour actually worked per employee.</i>
<i>January 1, 2000</i>	<i>Ninety-five cents (\$0.95) per hour actually worked per employee.</i>
<i>November 30, 2000</i>	<i>One dollar (\$7.00) per hour actually worked per employee.</i>

*Hours to be compensated for following the approval by the government to begin payment to the Steelworkers Members Benefit Pension Plan will be straight time hours actually worked and that portion of overtime which is straight time hours for those employees who have completed the probationary period defined in the Collective Agreement.*

*Provided the Union leave of absence is requested in advance as per the Collective Agreement, the Company agrees to pay contributions for those employees on such leave at the end of the year for hours actually lost by the employee on such Union leave.*

*The contributions will be made to the Fund by the fifteenth (75th) day of the month following the month in which the contributions were earned.*

*Reporting to the Plan will be to the Plan Administrator by individual amounts credited to each employee.*

*The Plan will report to the Union and/or the individual Plan Member as per the requirements of the Plan.*

*The Company's only obligation is to pay these contributions to the Steelworkers Members Pension Benefit Plan. Any dispute relating to the eligibility for pension benefits, the quantum of such benefits or any other matter in relation to the Steelworkers Members Pension Benefit Plan will not be the proper subject-matter for an arbitration under this Collective Agreement, but will be a matter strictly between the employee, the Union and the Steelworkers Members Pension Benefit Plan administrator and sponsor.*

*The Company will cease any contribution to the Company's Retirement Plan on the day before authorization is granted to begin contributions to the Steelworkers Members Pension Benefit Plan.*

(5) **Pager**

Those employees issued Pagers shall receive thirty-five dollars (\$35.00) per week; furthermore, when such employee involved is called in, he shall receive the call out pay as per Article 12.01.



**ARTICLE 28 – DURATION OF AGREEMENT**

28.01 This agreement shall remain in effect until the 30th of November, 2000 and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the anniversary date in any year. In the event that either party serves to the other notice of its desire to amend this agreement, then this agreement shall continue in effect until a new agreement has been reached or until conciliation procedures, required by legislation, have been completed.

On behalf of the Company    On behalf of the Union

*M. Mulvihill*  
*Hayden*

*C. Longan*  
*B. Haddaway*  
*A. Dwyer*  
*Paul V. ...*  
*Dale Brown*  
*John ...*



LETTER OF INTENT

United Steelworkers of America  
92 Froid Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
Staff Representative

Re: *Steelworkers Members Pension Benefit Plan*


The parties agree to appoint Pension representatives to prepare a plan for the termination of the current Company Retirement Plan. Such representatives shall report back as soon as possible to a joint committee of three (3) Union representatives and three (3) Company representatives with a recommendation to terminate the current Retirement Plan. Such recommendation will be consistent with government approval for such Plan termination,


The joint committee shall adopt a "single option" termination scheme for the termination and distribution of Plan assets.

All efforts will be made to complete the Plan termination within six (6) months of ratification of this Collective Agreement

Signed in Sudbury, Ontario this 21st day of April, 1998

On behalf of the Company    On behalf of the Union

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\_\_\_\_\_

 \_\_\_\_\_  
\_\_\_\_\_

LETTER OF INTENT

United Steelworkers of America  
92 FROOD ROAD  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
Staff Representative

Re: UNION HEALTH AND SAFETY CO-CHAIR

Provide the Union in the use of their unilateral right to select a Health & Safety Co-chairman selects an employee in a direct larger classification, the Company will assign that employee to a permanent day shift position.



Since we will not involve the Company in any selection procedure but want only to protect the number of people in an indirect classification and to make sure that the Company is not required to add additional manpower in classification where it is important that the Company maintain certain numbers to perform important work, some classifications have regular Floaters which makes replacement a little easier.

Using the above paragraphs as a guide, the parties agree to the following:

"Where scheduling permits, the Company will agree to assign the Union Health and Safety Co-chairman to a steady day shift."

Signed in Sudbury, Ontario this 21st day of April, 1998.

On behalf of the Company    On behalf of the Union

  
\_\_\_\_\_  
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**LETTER OF INTENT**

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
Staff Representative

**Re: Technological Change**

The Company agrees to notify and to discuss with the Union any new or changed job resulting from any significant Technological Change that may take place.

In the event that a Technological Change reduces the number of employees in a classification, those employees who are reduced will follow the lay off language in the contract.

Those who remain in classification will be provided training along the guidelines in the Letter of Intent concerning ***New Classifications*** as it relates to "Incumbents".


If the level of aptitude meets the desired standard, then the incumbent will be slotted into the pay progression, if any depending on seniority. If no progression is established, the incumbent will receive the job rate.

If the testing reveals that the level of aptitude fails to meet the desired standards for the job, the incumbent will be disqualified and the job will be posted per the requirements of Article 8.

**Signed in Sudbury, Ontario this 21st day of April, 1998.**

On behalf of the Company

On behalf of the Union

  
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**LETTER OF INTENT**

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger

\_\_\_\_\_ Staff Representative

**Re: Shift Changes**

The Company agrees that it will not change a shift schedule once established for the sole purpose of avoiding overtime.

DATED at Sudbury, Ontario, this 21st day of April, 1998.

On behalf of the Company

On behalf of the Union





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**LETTER OF INTENT**

United Steelworkers of America  
92 Frood Road  
Sudbury, Ontario  
**P3C 4Z4**


Attention: Mr. Gerry Loranger  
\_\_\_\_\_ Staff Representative

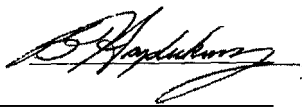
Re: Course Opportunities

*When conducting inhouse training, other than on the job training and there is space available, preference will be given to employees on their time off provided the employee has expressed his wish for training in writing.*

Signed in Sudbury, Ontario this 21st day of April, 1998.

On behalf of the Company      On behalf of the Union

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**LETTER OF INTENT**

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
Staff Representative

**RE: New Classifications**

If the Company establishes a new classification in the bargaining unit, the Company will advise the Union of the new classification wherever possible at least 30 days prior to its introduction.

The Company will meet with the Union wherever possible, at least 14 days prior to the implementation of the new classification to negotiate a rate of pay and progression for the job where required.

*When a new classification is created, for reference the Company will work with Cambrian College to develop a battery of aptitude tests applicable to the position.*

*The incumbents will take the battery of tests to identify areas of upgrading required, if any.*

*If the level of aptitude meets the desired standards as established by Cambrian College, the Union and the Company, then the incumbent will be slotted into the pay progression, depending on plant seniority.*

*Where the level of aptitude is below the desired standard, the incumbent will be expected to upgrade in the areas identified. This will include on the job training, off the job training together with any external training or upgrading as required.*

*The incumbent will re-take the battery of tests after twelve months to determine the progress in reaching the desired level.*

*Internal training on the job will be given progressively from entry into the position.*

*INCUMBENT: If he/she achieves the desired level on the aptitude test battery, then will be slotted into the pay progression at his/her level of seniority.*

*INCUMBENT: If he/she does not achieve the desired level on the aptitude test battery, then will slot into the pay progression at his/her level of seniority, but no higher than 3rd level, which will be maintained until the desired level on the aptitude test battery is achieved,*

- *After upgrading will re-take the test battery after 12 months.*
- *If the desired level on the test battery is achieved, will slot into the pay progression at his/her level of seniority,*
- *If there is no improvement over the original results, will upgrade further 12 months and re-take test battery.*
- *If there is no improvement after the 2nd year, the incumbent will be removed from the position to one that his Seniority and for which he is qualified to perform allows him to hold.*
- *If there is continued improvement, the incumbent continues to upgrade and take the test battery until the desired level is achieved. The incumbent then slots into the pay progression at his/her level of seniority.*
- *Any time the desired level on the test battery is achieved, the incumbent slots into the pay progression at his/her level of seniority.*



*New entry from within the plant:*

- *Qualified employees will slot into pay progression at their level of seniority.*

*New entry from outside the plant:*

- *Qualified employees will slot at the bottom of the pay progression.*

*Signed at Sudbury, Ontario this 21st day of April, 1998.*

*On behalf of the Company*

*On behalf of the Union*

*Kaplan*

*B. Handberg*

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LETTER OF INTENT

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
\_\_\_\_\_  
Staff Representative


**Re: Discipline- Suspension**

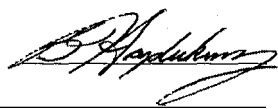
The Company shall allow the affected employee to work through a suspension without any loss of earnings except in case of serious offences or infractions which may or may not require an investigation.

DATED at Sudbury, Ontario, this 21st day of April, 1998

FOR THE COMPANY

FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
Staff Representative

**Re: Medical Proof**


An employee off work for sickness may be required to provide a doctors' note at the Company's expense to substantiate the absence.


An employee off work for an extended period may be required to provide medical proof satisfactory to the Company, at the Company's expense, that he or she is able to perform the duties of his or her job.

DATED at Sudbury, Ontario, this 21st , 1998.

FOR THE COMPANY

FOR THE UNION

  
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**LETTER OF INTENT**

United Steelworkers of America  
92 Froot Road  
SUDBURY, Ontario  
P3C 4Z4

Attention: Mr. Gerry Loranger  
\_\_\_\_\_ Staff Representative


**Re: S. E. S.**


The Company will examine the U.S.W.A. S.E.S upon presentation by the Union.

DATED at Sudbury, Ontario, this 21st , 1998.

FOR THE COMPANY

FOR THE UNION

  
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LETTER OF INTENT

United Steelworkers of America  
92 Frood Road  
Sudbury, Ontario  
P3C 4Z4


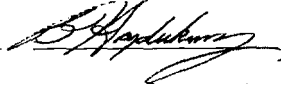
Attention: Mr. Gerry Loranger  
Staff Representative

Re: Lab Schedule

The Company agrees to implement the same shift schedule as being worked by Production employees for the Lab employees no later than March 1, 1998.

Signed in Sudbury, Ontario this 21st day of April, 1998.

On behalf of the Company      On behalf of the Union

  
  
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## **LETTER OF AGREEMENT**

### **RE: 12 HOUR SHIFTS**

The Company and the Union confirm the following agreement concerning twelve (12) hour shifts.

The attached twelve (12) hour shift schedule will be implemented.

The twelve (12) hour shift schedule may be cancelled by either party upon thirty (30) days' written notice to the other, or when the level of production demands a re-scheduling. For the purpose of the twelve (12) hour shift schedules, and applicable only to the employees in the group identified, the current collective agreement will be amended as follows:

1. Where eight hours is used as a standard day, amend to twelve (12) hours, except where a shift is scheduled for eight (8) hours at regular rates of pay.
2. There will be no meal allowance for working a regularly scheduled twelve (12) hour shift.
3. Two lunch breaks of twenty (20) minutes (paid); there will be two (2) breaks of ten (10) minutes' duration staggered throughout the shift.
4. Shift premiums will be:  
Day shift - no premium  
Night shift - night premium

When working a regularly scheduled eight (8) hour shift, afternoon shift premium will apply when working the afternoon shift.

Weekend premium will be paid when working regularly scheduled shifts on Saturday and Sunday.

5. The regular work week will be thirty-six (36) hours and forty-four (44) hours on alternate weeks averaging forty (40) hours in a two (2) week period, or thirty-two (32) hours and forty-eight (48) hours on alternate

weeks averaging forty (40) hours in a two (2) week period.

6. **Overtime**

Any overtime performed in continuation of a twelve (12) hour shift will be paid at time and one half (1-1/2) for all hours up to fourteen (14) and double time (2) for all subsequent hours.

First day of rest will be paid at time and one-half (1-1/2) for all hours up to fourteen (14) and double time (2) for all subsequent hours.

Second day of rest will be paid at double time (2) for all hours worked.

7. The meal allowance provisions will apply where in excess of fourteen (14) hours are worked consecutively.

8. **Bereavement Leave**

This will apply at no extra cost to the Company, i.e. up to three (3) twelve-hour shifts (36 hours).


9. **Statutory Holidays**

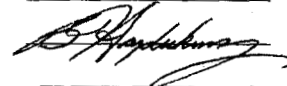
- (a) If the holiday falls on the employee's regular day off, holiday pay will be at regular straight time pay at base rate to a maximum of eight (8) hours.
- (b) If the holiday falls on the employee's regular scheduled day of work, holiday pay will be at regular straight time pay at base rate to a maximum of twelve (12) hours.
- (c) Employees required to work on a plant holiday shall be paid time and one-half (1-1/2) for all hours worked and double time (2) for all hours worked in excess of fourteen (14).

DATED at Sudbury, Ontario, this 21st, 1998.

FOR THE COMPANY

FOR THE UNION

  
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