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**COLLECTIVE AGREEMENT**

**August 1, 2010**

**Between**

**ESSAR STEEL ALGOMA INC.**

**(hereinafter referred to as the "Company")**

**-and-**

**THE UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION (UNITED  
STEELWORKERS),  
ON BEHALF OF ITSELF AND ITS LOCAL UNION  
2251**

**(hereinafter referred to as the "Union")**

**WITNESSETH THAT THE PARTIES HERETO HAVE  
AGREED AS FOLLOWS:**

# **GENERAL ARTICLE**

## **WORKPLACE REDESIGN AND EMPLOYEE PARTICIPATION PROCESS**

### **1. MISSION STATEMENT**

The parties are committed to a successful and sustainable Essar Steel Algoma Inc., founded upon principles of tolerance and respect between a strong independent union and a strong independent management and a recognition of the value of every employee.

### **2. OBJECTIVES**

The parties will continue the process of redesigning the workplace so that it becomes more participative, safer and more fair. They agree that the skill content of jobs and the skills of employees must be enhanced and opportunities must be created for employees to solve operating problems.

In order to manage change, the parties commit to ongoing consultation, and discussion between management and the union and among employees at all levels. As part of these consultations, management is committed to providing the Union and employees with the opportunity to participate in decisions related to change as early as possible.

The parties agree on the following objectives, and agree to implement changes in the workplace which will:

- upgrade the skill content of jobs and the skills of employees on a progressive and ongoing basis, and provide employees with greater opportunity for training. In upgrading the skill level of trade jobs, an important objective will be to increase knowledge within the trade;
- eliminate health and safety hazards, including ergonomic hazards;

- ensure workers are trained in safe production practices;
- provide workers with greater influence, accountability, responsibility, and control over day-to-day operations of their workplace;
- lead to continual improvements in productivity and quality based on working smarter, using better equipment, and reducing waste.

### **3. JOINT STEERING COMMITTEE**

#### **a) Mandate and Purpose**

A Joint Steering Committee has been established for the following purposes:

I. to work with the Company's President and Chief Executive Officer and senior management on business matters generally and in particular with respect to the achievement of the goals of the Annual Business Plan and other general business goals and objectives of the Company.

Assist the Company to develop short-term strategies to withstand changing business conditions.

II. the parties agree that the process of redesigning the workplace must be a joint endeavour. The Company agrees not to initiate any action, program or change with respect to workplace restructuring or training without the input of the Joint Steering Committee. For the purpose of this Section workplace restructuring will be defined to include the combination, amalgamation, creation, or elimination of tasks, jobs or lines of sequence, and the establishment of operating work groups or teams or job rotation systems.

III. to jointly develop and implement workplace training programs;

- IV. to administer the agreed to JSC policies;
- V. to act as an ongoing forum for senior management and union officials to discuss and resolve issues related to the workforce and the Company.
- VI. direct all other joint committees which are established by the Joint Steering Committee or the Collective Agreement;
- VII. to ensure that monthly department UMC meetings are occurring and that agreed agenda items are being discussed.

**b) Composition**

The Joint Steering Committee will consist of the following:

- a co-chair as appointed from time to time by the Company President and CEO.
- a co-chair as appointed from time to time by the United Steelworkers Director of District 6.;
- Executive Officers of the Company;
- six union officials of USW Local 2251, and;
- the President and Vice President of USW Local 2724.

The District 6 and/or National Director of the Union may attend meetings of the Steering Committee on the invitation of either co-chair.

**c) Duties and Responsibilities**

The Joint Steering Committee will:

- work with the President and CEO and senior management towards achievement of the company's business goals and objectives and in particular as they relate to facilities, manning objectives including attrition and other matters which impact the company's employees.

- periodically review and monitor progress toward meeting performance, sales, employment, and other targets set out in the Annual Business Plan;
- monitor capital expenditure programs;
- review proposed major sale, lease or rental of assets, and review major purchases for materials and supplies, and the tender selection process;
- establish corporate travel policy for bargaining unit members;
- direct and set policy for Union Management Committees;
- review annual plans of the Departments within each area of accountability of the Union Management Committee.

## **ii) Training**

The Joint Steering Committee shall exercise its responsibilities regarding training through the Joint Training Team.

The Joint Training Team shall review the training needs of all employees, and develop and recommend a comprehensive training plan and budget for Essar Algoma to the Joint Steering Committee. The training plan will include both shorter term and longer term components, a timetable, and be designed to ensure that the objectives set out in Section 2 are achieved. The Joint Training Team will determine the need for apprentices in the skilled trades and crafts in conjunction with the Joint Apprenticeship Committee.

The Company agrees not to implement a training plan without considering the recommendations of the Joint Training Team.

The Joint Training Team shall consist of four members appointed by the Union and four members appointed by the Management. A Union Coordinator will be assigned by the

Staff Representative as the Union Co-chair of the team, as one of the Union members.

The Joint Training Team will review and recommend training policy, govern overall training, ensure the training plan is implemented, and give priority of training required.

The parties agree to establish a corporate wide system to track training costs for those purposes established by the Joint Steering Committee.

### **iii) Major Technological Change**

No major technological change shall be introduced prior to review by the Joint Steering Committee. Technological change is defined as technological changes in method of operations, materials and process, including the introduction of new or modified equipment which substantially alters the manner in which work is performed.

The Joint Steering Committee will evaluate technological changes based on their contribution to achieving the objectives set out in Section 2 and set policies and procedures to be followed in respect of major technological change.

Employees who will be affected by a proposed technological change must be involved in the process of designing and implementing that change.

### **iv) General**

The Company will pay lost time wages and expenses for union members of the Committee for their Committee activities, including time union members spend preparing for such meetings.

The Steering Committee will select consultants, advisors and instructors retained by the Company to facilitate and support any process and programs related to training, and will determine assignments and duties of such consultants, advisors and instructors.

The Joint Steering Committee may from time to time define and amend as appropriate the roles and responsibilities inherent in structures and jobs involved in workplace restructuring and redesign.

The Joint Steering Committee will not;

- determine individual benefit entitlement;
- deal with any discipline matter;
- have access to confidential personnel files (unless approved by the individual on authorized form);
- assume any of the functions of the employer under any legislation of Canada or Ontario.

#### **4. UNION MANAGEMENT COMMITTEES**

##### **a) Mandate and Purpose**

The parties will establish Union Management Committees in various areas of the Company (see list of areas in Appendix A). Each of these Committees shall report to and be subject to the direction of the Joint Steering Committee. The purpose of the Union Management Committee shall be to:

- Assist in the implementation of change in the workplace which will achieve the jointly agreed to objectives set out in Section 2;
- Assist in the achievement of the department's goals and objectives as set out in the annual business plan of each area, in particular as they relate to facilities.

##### **b) Composition**

Each Union Management Committee shall have the following members:

- A General Manager assigned by the Company who shall be a Co-chair;

- A Union Executive assigned by the President of the Local shall be the Union Co-chair;
- union stewards and union health and safety representatives selected by the Union;
- other employees within the department as selected from time to time by the co-chairs.
- Human Resources' representatives assigned to area; and,
- A Union Coordinator will be assigned as a resource.

c) **Duties and Responsibilities**

- Administer policies and procedures agreed at the JSC;
- development, implementation and monitoring of training plans and plans for improving quality of worklife, including plans for the achievement of objectives set out in Section 2;
- implement workplace restructuring and redesign within the departments of each area;
- changes considered in workplace restructuring and redesign must be reviewed by the department joint health and safety representatives for their potential impacts on employee health;
- monitors contracting out and overtime hours (excluding replacement hours) in excess of 10% of all hours worked in a 12 month period in any specific functions or jobs in the departments of each area and initiates any action required in accordance with the policies and administrative processes established by the Joint Steering Committee;
- monitors and reviews all other issues governed by the Joint Steering Committee;

- the Company will pay lost time wages and expenses for union members of the Committee for their Committee activities;
- the Union Co-chair of the Union Management Committee may request further resource personnel to assist them in carrying out their duties.

## **5. RESTRUCTURING SUPPORT AND PROCESSES**

Management and the Union are committed to providing appropriate training and support.

Management and the Union agree to create a team of internal personnel dedicated to supporting the Joint Steering Committee, the Joint Training Team and the Union Management Committees in achieving the objectives as set out in Section 2. The Union shall select two employees to act as Union Co-ordinators. Management shall appoint counterparts to work jointly with the Union appointees. The Union Co-ordinator shall work under the direction of, and report to, the Union Co-chair of the Joint Steering Committee.

A Union Co-ordinator may attend meetings of the Joint Steering Committee and sub-committees or task forces, at the invitation of the Union Co-chair of the Joint Steering Committee. In a corresponding fashion Management may have its Co-ordinator attend meetings of the Joint Steering Committee. The Union Co-ordinator will be responsible for making regular reports to the Union Co-chair and the other union members of the Joint Steering Committee on the progress of the workplace participation process and any other matters they require. At the joint request of the Union and Management Co-chairs the Union Co-ordinator shall make reports to the Joint Steering Committee.

The wages and benefits of the Union Co-ordinators will be paid by the Company, and they will continue to be covered by the provisions of their respective collective agreements. The

Company will provide the Co-ordinators with an office, equipment and access to clerical support.

The Company shall provide the Union Co-ordinator with a resources budget of \$50,000 on the first day of each quarter to be used to support the activities of the Co-ordinator, including, but not limited to, assistance, travel and expenses, training, workshops, external consultation and educational material. The resources budget shall be approved by the Union Co-chair. If at the end of each quarter the resources budget has not been allocated, the resources budget for the next quarter shall be reduced by the unused amount. The resources budget will be held in a separate bank account.

The Company shall provide up to two additional people, selected by the Director of District 6, to assist the Union Co-chair of the Joint Steering Committee in carrying out his functions related to the Joint Steering Committee. Wages and benefits will be on the same basis as the Union Co-ordinator.

The Union Co-Chairs of the Union Management Committees shall be provided with office space and office equipment.

## **6.OVERTIME, CONTRACTING OUT, AND EMPLOYMENT LEVELS**

The parties agree to monitor and review the levels of overtime and the levels and type of contracting out on an ongoing basis.

Each Union Management Committee will provide the Joint Steering Committee with a quarterly report for each department in their area.

The Joint Steering Committee will take appropriate action to eliminate or reduce any overtime or contracting out deemed to be excessive.

## **7. UNION INVOLVEMENT**

In the event the Company decides to sell, lease or otherwise transfer operating assets the existing hourly employees in

these facilities will be given first option to fill the positions required to operate the facility.

Such employees will receive the same wages and benefits that were in place when these jobs were performed at Essar Steel Algoma prior to the change in operators. These conditions will be incorporated into a collective agreement between the new employer and the United Steelworkers (USW) prior to the closing of any agreement.

Employees who remain employed in either of these facilities will maintain the amount of corporate seniority that they had in their former local union on the date of transfer of the asset and will be entitled to exercise their seniority and revert to Essar Steel Algoma in the event they are no longer required in the operation.

Any joint venture or partnership in which the Company will assume an equity interest in a facility in Sault Ste. Marie, Ontario will only be entered into on the condition that the employer agrees to recognize the USW as sole bargaining agent at its facilities in Sault Ste. Marie.

The sale or lease of any non-operating assets or facilities in Sault Ste. Marie, Ontario, where the lessee or purchaser will operate a steel-related business will, unless the United Steelworkers District 6 Director agrees otherwise,

proceed only on the condition that the employer agrees to recognize the USW as the sole bargaining agent and enters into a collective agreement prior to the closing date of any agreement.

#### Other

The Company agrees not to sell or exit any business without the input of the Union in a review of the future viability of such business, including an analysis of how such business advances the Company's objectives.

On a confidential basis the Company will continue to provide the Union with the necessary information to carry out their functions under the Collective Bargaining Agreement.

Specifically, the parties will discuss ways to ensure the involvement of the Union in a consultative manner on issues related to the future growth and capital investment at the site.

## **APPENDIX A - LIST OF DEPARTMENTS**

For the purposes of this Agreement, the company shall be deemed to be divided into the following departments:

### **Primary Operations**

Cokemaking and By-Products – Operation and Maintenance

Ironmaking – Operation and Maintenance

### **Steel & Casting**

Steelmaking

Slabcaster

Steelmaking & Slabcaster – Maintenance

Direct Strip Production Complex – Operation and Maintenance

### **Flat-rolled and Other Operations**

Plate and Strip – Hot Mills

Plate and Strip – Finishing

Flat-roll - Maintenance

Cold Mill – Operation and Maintenance

Welded Beam Division

Quality Blanks International

### **Maintenance & Services**

Central Maintenance

Maintenance Technology

Shops

Transportation

Utilities

Automotive Repairs

Masonry and Material Movement

Material Re-processing Raw Materials

**Staff Areas**

Quality Engineering

Accounting

Human Resources

Purchasing and Stores and Logistics

Safety Health & Environmental

Information Technology

Supply Chain

Technical Services

# **ARTICLE 1**

## **UNION RECOGNITION**

### **For Clerical, also refer to Addendum A**

**1.01.10** The Company recognizes the Union as the sole bargaining agent for all the employees of the Company (within the meaning of the term employee as defined in the Labour Relations Act, R.S.O., 1960) in Sault Ste. Marie, Ontario, with the following exceptions:

- 1) Persons practising professional engineering or engaged in training for professional engineering as defined in the Professional Engineers Act of Ontario.
- 2) Employees in reasonable numbers with special qualifications who are receiving special or technical training and who do not displace employees within the bargaining unit.
- 3) Superintendents, assistant superintendents, front line supervisors, supervisors and persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.
- 4) Any difference, which arises between the Company and the Union as to whether a person in a new or significantly changed job is a front line supervisor or supervisor as defined above, may be submitted by the Union as a grievance of a General Nature.
- 5) Those office and clerical employees for whom Local 2251 is not now bargaining.
- 6) Employees engaged on police and plant protection duty.

**1.01.11** The Company will notify the Union in writing of new jobs established below the rank of Assistant Superintendent which are to be excluded from the bargaining unit. Such notification shall include summary of job functions, responsibilities, date of establishment, and shall name incumbents assigned to the new job. If the Union does not

agree that the job is properly excluded it may file a grievance of a General Nature within 21 days of such notification in order to discuss and/or to conduct an on-site examination of the job and incumbents.

**1.01.12** When existing jobs are changed or new jobs are to be established which contain duties being performed by employees of the Local 2251 bargaining unit, or similar duties, as well as duties which may be appropriate for another bargaining unit, the Company will advise the Union as far as possible in advance of the establishment of such jobs. The Company and Union will attempt to agree on the proper placement of such jobs in a bargaining unit and to agree on any other relevant matters such as seniority rights of employees affected.

If agreement is not reached, the matter shall be referred to referees, one named by each party, who will attempt to resolve any outstanding issues. Agreement by the referees will be binding on both parties. If agreement is not reached by the referees, the Union may file a grievance of a General Nature.

**1.02.10** Except as agreed to by the Local Union, work normally performed by employees within the bargaining unit or similar work which has been past practice to have performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit, except when employees with the necessary skills are not available for such work. No employee will be displaced from his job or be laid off or continue to be laid off as a result of the Company contracting out such work. Where a sufficient number of qualified and eligible employees are available, they will be offered to work overtime prior to contracting out such work. (This sentence and commitment cannot cause another problem re: rest periods, pyramiding, etc.) The Company may contract out work not normally performed by employees within the bargaining unit, but shall, whenever practicable,

and especially during layoffs, have such work performed by employees within the bargaining unit.

**1.02.11** Subject to the provisions of the “Exemptions List” section of the Letter of Agreement re: Contracting Out Review, the following process will be followed for work that the Company is considering to contract out.

- 1 If contracting out is being considered, a contracting out template (the ‘template’) will be immediately initiated by management. The template will include the following:
  - a) location, type, duration and a detailed explanation of the work and the designated contact person;
  - b) occupations involved and the anticipated use of bargaining unit forces;
  - c) the effect upon the operations, if the work is not completed in a timely fashion;
  - d) copies of any bids from outside contractors and any internal estimating done by or on behalf of the company regarding the use of the outside contractors, if available;
  - e) the date and time by which a response must be received; and,
  - f) the reason for the need to contract out the work (i.e. manning, equipment, etc.)

The template is to be forwarded to the affected Steward(s), the “Union Co-Chair of the Union Management Committee” for review, discussion and resolution. The Union Co-Chair of the Union Management Committee will provide a response to the designated contact person by the designated date and time.

2. Should the Union Co-Chair of the Union Management Committee believe a meeting is necessary, a written request will be made within two (2) days (excluding Saturdays, Sundays and holidays) to the designated contact after receipt of the template. The meeting will be held within three (3) days (excluding Saturdays, Sundays and holidays) thereafter. At such meeting, the parties shall review the plans for the work to be performed and the rationale for using outside entities. The parties will be provided with all of the available information concerning the issue at hand.
3. If agreement is reached, the completed template will be forwarded to the Joint Contracting Out Review Committee.
4. If agreement is not reached or a timely response is not received from the Union, and the Company contracts out the work, the Union may file a General Nature Grievance. The template will be forwarded to the Joint Contracting Out Review Committee.
5. Notwithstanding the foregoing or any other item within Article 1.02 or the Letter of Agreement re: Contracting Out Review, the parties recognize that work of an emergency nature may be contracted out if the alternative would be to place the facilities and/or employees and their employment security in jeopardy.

**1.02.20** Employees within the bargaining unit have no claim to jobs outside the bargaining unit. Except as expressly provided in this Agreement, employees outside the bargaining unit have no claim to jobs within the bargaining unit.

**1.02.30** Persons excluded from the bargaining unit shall not perform work normally performed by employees within the bargaining unit except for purposes of instruction or training, or in those non-routine circumstances where the alternative would mean serious loss, damage, or delay, or creation of a safety hazard.

**1.02.40** Where it is found that either party has engaged in conduct which constitutes willful or repeated violations of Article 1.02, the arbitrator may fashion a remedy or penalty specifically designed to deter the offending parties behaviour. A similar remedy or penalty may be levied if either party withholds processing a template in the time constraints detailed within it.

**1.02.41** No testimony offered by an individual employed by a contractor may be considered at arbitration unless the party calling the individual provides the other party with a copy of any document to be presented in evidence at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) prior to the individual giving testimony.

**1.03** The Union shall not solicit membership on the Company's time.

**1.04** The Company shall give each employee entering the bargaining unit a copy of this Agreement.

**1.05** The Union shall elect or appoint an appropriate number of stewards and committeemen for each department, and shall, as such elections are held or appointments made, give written notice of the names of such stewards and committeemen in each department, to the Superintendent of Industrial Relations and the superintendent of the department concerned.

**1.05.10** When the legitimate business of a Department Steward (or in his absence a Committeeman) requires him to leave his job, he shall first receive permission from his Shift Coordinator or Front-line Supervisor. Such permission shall not be unreasonably withheld and shall be contained to a maximum time period. The Department Steward (or Committeeman) shall not suffer loss of pay for time spent in the performance of these duties during regular working hours.

Whenever practicable meetings with Department Stewards (or Committeemen) will be held during their scheduled working hours.

**1.06** The Company and authorized Union committees (which may include the International Representatives of the Union) shall meet when necessary for the proper administration of this and other agreements between the parties.

**1.07** All negotiations between the Company and the Union shall be carried on through the regular procedures established by this Agreement, and the Company shall not recognize or bargain separately with any individual or group of employees within the bargaining unit. This Agreement shall not be altered or amended except by agreement between the Company and the executive of the Union.

**1.09** When conducting new employee inductions, the Union will be allowed up to three hours for a separate presentation on Union issues.

## **ARTICLE 2**

### **DEDUCTION OF UNION DUES**

**2.01** When used herein and in authorizations as signing to the Union an amount equivalent to Union dues, the expression "Union dues" means the amount of the regular Union dues payable by members of the Union as confirmed from time to time by written notice to the Company from the officers of the Union.

**2.02** As a condition of employment, each employee entering the bargaining unit shall be required by the Company to sign an authorization in duplicate assigning to the Union until the employee leaves the bargaining unit an amount equivalent to Union dues, and shall send one copy of the authorization to the Union.

**2.03** The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, Union dues including, where applicable, initiation fees and assessments on a bi-weekly basis. The amount of dues shall be calculated in accordance with the Union's Constitution.

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

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

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) This information shall be sent to both Union addresses identified in Article 2.04 in such form as shall be directed by the Union and agreed to by the Company.

**2.06** The Union shall indemnify and save the Company harmless against all claims, or other forms of liability that may arise out of any action taken by the Company, in compliance with this Article.

In the event of a dispute between the Local Unions as to whom an individual employee's dues should be remitted, the International Union will advise the Company as to whom the

dues should be allocated to. In no event will the Company be required to deduct double dues from any employee.

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

### **ARTICLE 3**

#### **DISCRIMINATION**

**3.01** No employee shall be discriminated against by the Company or the Union because he is or is not a member of the Union, because of Union activities, or because of exercising any right provided by law or by this Agreement.

**3.02** The Company and Union agree there shall be no discrimination against any employee in contravention of the Ontario Human Rights Code, Statutes of Ontario, 1981, Chapter 53 or as amended from time to time.

#### **3.03**

##### **Anti-Sexual and Anti-Racial Harassment**

**Practice:** The United Steelworkers and Essar Steel Algoma Inc. are committed to providing a work environment where the right of employees to be free from harassment or discrimination is maintained and equality of treatment in accordance with the Human Rights Code is assured.

- 1) Management, the Union and all employees shall maintain a working environment which is free from sexual and/or racial harassment.
- 2) For the purpose of this clause “Sexual Harassment” includes:
  - i) 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;

- ii) implied or expressed promise of reward for complying with a sexually oriented request;
  - iii) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - iv) sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.
- 3) For the purpose of this clause “Racial Harassment” includes;
- i) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by a member of management, a co-worker, or an employee, which disrespects or causes humiliation to the person because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.
- 4) The parties agree to continue the program to provide a minimum one hour awareness training to the workforce. Management agrees to the posting of the policy.

### **Investigation and Resolution Procedure**

- A) Management and the Union will establish a mutually acceptable procedure for investigation and resolution of discriminatory harassment. Each party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations.
- B) In addition to the investigative procedure established, the following Appeal procedure is established in the event that an allegation is not satisfactorily resolved:
- i. The employee who claims a personal violation of the Policy may within thirty (30) days of the date he/she is advised of the results of the investigation, appeal the allegation in

writing to the two person Appeal Committee as established hereinafter. The Committee will as soon as possible, following receipt of 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. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate Management and Union designated representatives.

In the event that the allegation is not resolved in this manner, the Committee will prepare and issue a report of their findings and recommendations. Such report will be issued in confidence to the designated representatives who shall endeavour to resolve the allegation with the Complainant and Management.

In the event the matter continues to be unresolved, management 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.

- i) The Appeal Committee will be composed of one person designated by the U.S.W. District 6 Director as reference in the Union's Policy document re: Discriminatory Harassment and one person appointed by senior management.

The two persons so appointed will remain the permanent Appeal Committee to investigate and attempt to resolve all appeals.

- ii) The Union or Management 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.

It is understood and agreed that the procedure established to investigate and resolve harassment complaints does not deny any employee from pursuing his/her complaint through the applicable legislative or Grievance Procedure and the confidential 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, discussions or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

The perpetrator who is found guilty, as a result of a full investigation, may be re-assigned to another location, or time of work, wages, etc. regardless of his/her seniority. Such detriment shall fall upon the perpetrator and not upon other bargaining unit employees.

## **ARTICLE 4**

### **MANAGEMENT**

#### **4.01**

Except to the extent otherwise stated in the Collective Agreement, the Union recognizes that all functions, rights, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer. Management retains the right to discipline, but shall do so in a just, fair and reasonable manner consistent with the terms of this Collective Agreement.

## **ARTICLE 5**

### **HOURS OF EMPLOYMENT AND OVERTIME**

**For Clerical, also refer to Addendum A**

**For Bricklayers, also refer to Addendum B**

**For Welded Beam, also refer to Addendum C**

**For Old UTU, also refer to Addendum D**

**5.01.10** Normal hours of work shall be 8 hours per work day and 40 hours per work week. Normal shift starting times shall be 7:00 a.m., 7:30 a.m., 8:00 a.m., 3:00 p.m., 4:00 p.m., 11:00 p.m., or 12:00 midnight.

**5.01.20** The work day shall be a period of 24 hours beginning at 12:01 a.m. or the shift starting time closest thereto. For the purposes of Sunday premium pay and statutory holiday premium pay all hours worked on the statutory holiday or the Sunday beginning at 12:01 a.m. and ending at 12 midnight.

**5.01.30** The work week shall be a period of seven work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

**5.02.10** Schedules shall indicate for a period of at least one work week the hours of work and the work days of each employee, but no employee shall be assured of any hour or day of work for which he is scheduled when work for such period is not available. Employees shall be scheduled for the week in accordance with their seniority as provided in this Agreement for the work which is available. Such schedule shall designate the two days off for each employee for the purposes of Articles 5.04.20 and 5.06.10(5) whether the employee works on such days or not.

**5.02.11** In any case of scheduling, rescheduling or recall, employees will be scheduled for available shifts on the highest jobs in their line of sequence to which their seniority entitled them. However, no provisions of the Collective Agreement

dealing with scheduling, rescheduling or recall shall be applied in such a way as to require the Company to schedule in a manner that would result in payment of overtime rates as outlined in Article 5.06.10.

**5.02.12** An employee who returns to work after the commencement of a work week, following an absence for which he received Temporary Total Workers' Compensation benefits, or WSIB Loss of Earnings (post 1997), shall be entitled to be placed on the job to which his seniority entitles him. If such employee is placed on a lower rated job he shall be paid the difference between the rate of the job on which he works and the rate of the job to which he is entitled by seniority.

**5.02.20** In making weekly schedules, except Timken or other rotating days off schedules, the Company shall make every effort to give preference in respect to days off in accordance with seniority.

**5.02.30** The Company shall make every effort to schedule employees in such a manner as to:

- 1) rotate employees on shift schedules from one shift to another in an effort to achieve an equitable distribution of shifts.
- 2) schedule an employee's two days off consecutively.
- 3) avoid short changes.

The above order of priorities shall apply unless changed by written agreement between the appropriate superintendent and the appropriate steward.

The order of priorities agreed to by the superintendent and steward shall not be further changed for a period of six months.

**5.02.31** Employees shall be scheduled as provided in this Agreement for the work which is available. The Company and Union recognize there are situations where it may be

beneficial to establish special scheduling arrangements of up to twelve hours per shift and forty-eight hours per week. Where such a scheduling arrangement is implemented, it must be approved by the President of Local 2251 and the Manager of Human Resources in the form of a binding Letter of Agreement which will specify the type of schedule to be worked, identify the scheduling areas and employees affected, and the terms of such agreement. All such scheduling arrangements shall specify:

- the hours and shift cycle to be worked including an example of the schedule;
- the shift start and end times;
- what hours qualify for shift and Sunday premiums (provided that there is no increase in premiums to be paid);
- how overtime is to be distributed;
- how vacation is to be booked ; and
- how Statutory Holiday provisions shall apply and how weeks in which Statutory Holidays fall are to be scheduled (provided there is no net increase in wages resulting from any such schedule).

References to Alternate Shift Schedules will be deemed to be included in Articles 5 and 6, wherever applicable. Specifically Article 5.10.11 shall be deemed amended read as follows:

Employees on 12 hour shift schedules shall under normal circumstances have two periods of 30 minutes each at an appropriate time during working hours for the purpose of eating lunch.

**5.02.40** Employees will indicate on Form E.R. 224, their preference for days off, and for vacancies that may occur on preferred, 2 shift and daywork schedules to their department to facilitate the application of Articles 5.02.20, 5.02.50 and 5.02.51(2). Where an employee changes his preference for days off, such preference shall not again be changed for a period of six months.

**5.02.41** A preferred schedule exists where a part of the scheduled work week consistently involves a number of day shifts in combination with shifts which rotate to afternoons or nights.

Where such preferred schedules exist they will, for the purpose of Article 5, be made available to employees in accordance with their seniority. Employees will be given preference in moving to such a schedule in the same manner as they are in selecting a two shift or a three shift schedule by completing Form E.R. 224.

**5.02.42** Where the method of scheduling in effect in a department, or part of a department, is to be changed from a preference of days off to a Timken or other rotating days off schedule or vice versa, for reasons other than a change in the level of operations, the department head and the steward shall agree on such change. The operational requirements and the expressed wishes of the employees shall both be considered in making such a decision. To provide stability, the provision to agree on a change from one type of schedule to another shall not be exercised more than once per year.

**5.02.43** Where a Timken or other rotating days off schedule exists, Articles 5.02.10, 5.02.30, 5.02.40, 5.02.60, 5.04.10, 5.04.11, 7.06.10 and 14.05 may be deemed to be amended to the extent necessary to conform to the terms of the Timken or other rotating days off scheduling arrangements. The steward and the department head will meet and agree on the scheduling considerations to be applied.

**5.02.44** For the purposes of this Article, an employee shall be deemed to be a dayworker on a day on which he is scheduled on a job which is not normally scheduled outside the period 6:00 a.m. to 6:00 p.m.

a) Dayworkers and shiftworkers shall be shown separately when scheduling.

- b) Where changes from one schedule to the other are required, employees will be added to and deleted from the applicable schedule.

**5.02.50** Employees working on a shift work schedule or who are absent because of illness, accident, vacation or leave of absence shall be given preference on the basis of job seniority in filling a dayworker job which is created, or becomes vacant, for the same job in the same department.

An employee who is scheduled off his regular job for purposes of union business, or to perform training, and returns to his normal workplace within ninety (90) days, will be scheduled on the shift and rotation which they left for the next full work week, providing there has been no promotion or demotion that would affect their normal schedule. This 90 day period can be extended for a further 90 day period by agreement of the Union executive and the Company.

**5.02.51** In filling vacancies on a dayworker schedule as outlined in Article 5.02.50 the following rules shall apply:

- 1) vacancies arising during a scheduling work week shall be filled by the senior shift worker on day shift for that week.
- 2) vacancies existing for a scheduled work week shall be offered to the senior employee.
- 3) an employee who leaves a daywork job because of illness, accident, vacation, or leave of absence will be entitled to a daywork job for that occupation upon his return. When such employee returns to work the employee replacing him during his absence shall revert to the shift work schedule. Where more than one employee is working as a day worker replacement in the circumstances outlined above, and a reduction in the number of day workers occurs, the replacement with the least job seniority will revert to the shift work schedule.
- 4) when a day worker leaves a day work job for the reasons specified in 3 above and is not replaced, there is no

decrease in force and when he returns there is no increase in force and a vacancy does not exist.

- 5) an employee who leaves a daywork job because of a transfer or promotion will be entitled to a daywork job for that occupation upon his return provided he returns within one year of the date of transfer or promotion.
- 6) when a reduction occurs in the number of dayworkers in a department, the junior employee working as a dayworker on that occupation will be reassigned to a job on a preferred shift, two shift or three shift schedule in accordance with his seniority.

**5.02.52** Where Timken or other rotating days off schedules and other schedules exist in the same department for the same occupation, employees shall be given preference in filling vacancies arising on either schedule in accordance with job seniority. Where a preferred shift, three shift and a two shift schedule exist in the same department for the same occupation employees shall be given preference in filling vacancies arising on either schedule in accordance with job seniority. Where there are no vacancies but there are employees on each type of schedule who wish to change schedules, such moves will be made in accordance with job seniority.

**5.02.53** A day worker who wishes to revert to a preferred shift, two shift or three shift schedule will be allowed to do so by giving reasonable notice prior to the schedule being posted. A day worker who moves to a shift schedule at his request will not be allowed to change schedules again at his own request for a period of six months. Only requests to move to a bona fide shift schedule will be considered.

A day worker who has a legitimate reason for not working one or more of his scheduled day worker shifts and has been granted permission to work another shift(s) in lieu must first attempt to trade his daywork shift(s) with a shift worker.

In such a case he will not be considered to have reverted to shift work. In the event the Company reverts a dayworker to shift work for a specified period who is not the junior dayworker but has special knowledge or expertise (e.g. Construction Safety Switcher), such dayworker will not be considered to have reverted to shift work.

**5.02.54** An employee, who has applied for a day worker job in accordance with Articles 5.02.50 and 5.02.51 but is denied such job because he lacks the qualifications necessary to do the job, will have the right to displace the most junior dayworker provided the senior employee has obtained the necessary qualifications. This provision must be exercised within thirty days of the senior employee becoming qualified.

**5.02.60** Short changes shall not be made except in cases where necessary to conform to the provisions of this Agreement. If a short change is made by the Company which is not necessary to conform to the other provisions of this Agreement, overtime rates will be paid in respect of the hours in excess of eight in the twenty-four hour period which the employee is thereby required to work. Necessary short changes shall, insofar as is practical, be assigned to the junior of the employees concerned except where such assignment would conflict with any other scheduling arrangements agreed to.

**5.02.70** Notwithstanding Articles 5.02.11, 5.02.12, 5.02.20, 5.02.30, 5.02.40, 5.02.41, 5.02.43, 5.02.44, 5.02.50, 5.02.51, 5.02.53, 5.02.54 and 5.04.11 the Department Superintendent, or his representative, and the Union Steward from each scheduling area shall meet each year, during the month of January, with the purpose of reviewing scheduling inefficiencies due to the application of the preferences and priorities found in the aforementioned articles.

The Superintendent and the Steward shall devise scheduling practices in an effort to resolve these scheduling problems and

shall reduce these scheduling practices to writing. Both shall sign the agreement. These scheduling practices shall remain in effect for the following 12 calendar months and year to year thereafter unless either party gives notice that they would like to review the scheduling practice in effect.

Each scheduling practice will, after having been reduced to writing, be posted on area bulletin boards, and copies will be sent to the Union Executive and the Superintendent of Employee Relations. The agreement must be approved by a two-thirds majority of those affected in the scheduling area. The agreement must then be approved by the President of Local 2251 and the Superintendent of Employee Relations prior to it being implemented.

These scheduling practices will supersede the aforementioned provisions of the Collective Agreement, however no scheduling arrangement created under this provision shall be applied in such a way as to require the Company to schedule in a manner that would result in the payment of overtime rates.

**5.03.10** Schedules for a work week shall be posted in the department affected by Thursday noon of the preceding week wherever practical, but in any event not later than Friday noon of the preceding week. A copy of the schedule shall be given to the steward or committeeman on request or mailed at the time such schedule is posted to a place in the plant designated by the steward. Errors, if any, will be corrected as soon as possible whether the front line supervisor who made the schedule is on shift or not. If the supervisor refuses to change a schedule and it is later found to be incorrect, all shifts worked that were improperly assigned will be paid at overtime rates to the individuals who were scheduled improperly and who raised the issue with the supervisor.

**5.03.20** If a schedule changes an employee's hours of work or work days from the previous schedule and is posted after the employee has worked his last scheduled shift of the week the

Company shall notify the employee of the schedule change in accordance with Article 12.02 on the day such schedule is posted unless the employee is scheduled to work on a day prior to the day on which such change takes effect.

**5.03.21** If, while an employee is on vacation his schedule is changed so as to change the first day or shift for which such employee is scheduled to work following his vacation, the Company will notify the employee of the change in accordance with Article 12.02, except that an alternate telephone number will be called if previously requested in writing by the employee.

**5.04.10** If, during a work week, a change in the current schedule is necessary, the Company shall reschedule employees from one shift to another in accordance with job or department seniority, whichever is applicable, unless it is impractical to do so or it is known that the employee or employees concerned will not be off work for a period extending beyond the end of the current work week.

**5.04.11** Notwithstanding Article 5.04.10, in the event that shifts are added to a schedule during the work week to replace cancelled shifts, employees from the cancelled shifts may be assigned directly to work the added shifts without further scheduling.

**5.04.20** When an employee works on one of his scheduled days off or works overtime on a scheduled day, he shall not be required by the Company to take another scheduled day off during the work week if work is available.

**5.05.10** The parties agree that overtime must be kept to a minimum, but will cooperate in meeting situations where it is necessary. The Company shall provide the Union with monthly reports of overtime worked by department, and the parties shall meet either quarterly or as required to discuss and agree on methods of reducing overtime.

**5.05.11** Employees will not work overtime or a combination of regular hours plus overtime hours in a manner that results in the employee working:

- a) in excess of 16 total hours in any 24 hour period
- b) in excess of 24 total hours in any 48 hour period
- c) no nights to days doubles

In extreme, unusual or emergency situations where it is necessary to exceed the above guidelines, it will be the Union-Management Committee's responsibility to report each incident to the J.S.C. through the co-chairs. All overtime hours for each department will be recorded by payroll listing each employee's hours and will be available to each Union-Management Committee for discussion on a monthly basis.

**5.05.20** Overtime rates shall be one and one-half times the standard hourly wage rate.

**5.05.30** There shall be no doubling up or pyramiding of overtime rates. Any hour or hours of work paid for at overtime rates shall not again be counted as hours worked for the calculation of overtime pay, except that this shall not apply for the purposes of Article 5.06.10(4), when:

- 1) a dayworker is paid overtime rates for a shift change in accordance with Article 5.11.10 or,
- 2) an employee is paid overtime rates for a short change in accordance with Article 5.02.60 or,
- 3) an employee's regular posted schedule requires that he work the last shift of one week and the first shift of the following week resulting in payment of overtime rates under Article 5.06.10(1).

**5.06.10** Overtime rates shall be paid to an employee for hours worked:

- 1) in excess of 8 hours per shift,
- 2) in excess of 8 hours in any 16 hour period,
- 3) in excess of 8 continuous hours,

- 4) in excess of 40 hours in a work week, or
- 5) on his days off as designated on his most recent schedule posted under Article 5.02.10, 5.04.10 or 5.04.11.

**5.06.11** If an employee is not scheduled to work on a statutory holiday on which he would normally be scheduled to work, that employee shall for the purposes of Article 5.06.10(4) be deemed to have worked on such day.

**5.06.12** For the purpose of Article 5.06.11 an employee will be deemed to have normally worked on a day if:

- 1) he is not on a Timken or other rotating days off schedule, and he has worked on that day in three of his last four weeks worked, or
- 2) he is on a Timken or other rotating days off schedule which schedules him to work on such day.

**5.07.10** The Company shall make every effort consistent with Articles 5.07.20 and 5.07.30 to obtain employees for overtime work. An employee may agree to work overtime or the Company may require an employee to work overtime in cases of work urgently required to be done to machinery or plant, or which is necessary to avoid serious interference with the ordinary working of the plant. Where the Company requires an employee(s) to remain beyond the end of their regular shift the most junior qualified employee available will be compelled to work the overtime.

**5.07.20** When it is necessary to retain employees for an indefinite period beyond their normal shift quitting time for a specific job, the work shall be first offered to the employees who were doing that job during the shift.

**5.07.21** Notwithstanding Article 5.07.20, where it is known the day prior to the shift start that the work performed will go beyond the normal shift quitting time, the work will be offered as per Article 5.07.30.

**5.07.30** Overtime work shall as far as possible be equitably distributed among the employees concerned. A report showing overtime hours recorded for each employee, on the approved form, shall be posted weekly and a copy given to the steward.

Where time does not permit the utilization of the equitable distribution list, supervision may call upon those employees already at work to work the necessary overtime.

**5.07.31** For the purposes of Article 5.07.30 above, the following provisions will apply:

- i) the overtime hours record for each group will be adjusted on January 1st of each year by subtracting the number of overtime hours charged to the employee with the fewest hours from the hours of all employees in the same group;
- ii) employees will be charged all overtime hours worked or refused and overtime for which the employee would be eligible, but could not be offered because the employee could not be contacted;
- iii) employees who are new to the group will be credited with the average number of overtime hours charged to the group at the time any such employees enter the group;
- iv) employees who are absent from the group for any reason for more than one (1) week will be charged the average number of overtime hours charged to the group during the absence.

**5.07.32** Article 5.07.31 above notwithstanding, the department head and the steward may agree in writing, for a given calendar year to amend the provisions of Article 5.07.31(ii), (iii) and (iv). Such amendment shall remain in effect from year to year unless either party gives notice to the other that it wishes to abandon or change the amendment for the forthcoming calendar year.

**5.07.33** When an employee is at work and draws to the attention of the front line supervisor that he is lower in

overtime by 8 or more hours than another employee who has been assigned to work an overtime shift and the front line supervisor fails to assign the overtime to the proper employee, the proper employee will be paid for such hours if requested through Industrial Relations.

The foregoing will not apply where there is a bona fide reason for using the employee who is higher in overtime hours.

**5.08** If an employee reports for work on a scheduled shift and as a result of a lack of work is sent home before working four hours he shall be entitled to receive a minimum guarantee of four hours pay at the regular hourly rate for the job for which he was scheduled unless:

- 1) he was previously notified in accordance with Article 12.02 that he would not be required, or
- 2) the lack of work results from an incident which occurred not more than one hour before the employee was scheduled to begin work, or one and a half hours before the employee was scheduled to begin work where employees are allowed to punch out one half hour before shift quitting time, or
- 3) he refuses to perform alternate available work or training when requested to do so.

**5.09.10** An employee who is called out for a job on a regular shift and who works on such shift, shall be paid from the beginning of that shift provided he is called during the first two hours of such shift and reports for work within a reasonable time of being called out. Hours which the employee called out is required to work after the end of the scheduled shift shall be paid for at overtime rates.

**5.09.20** A dayworker who is called out to work and who works more than two hours before his scheduled shift starting time shall be paid overtime rates for all hours worked during such shift.

**5.09.30** Except as provided in Articles 5.09.10 and 5.09.20 an employee who is called out to work and reports on the job during hours for which he is not scheduled and then leaves the plant, shall be paid a minimum of four hours pay provided he reports within a reasonable time of being called. If such employee works more than two hours and forty minutes for which he is not scheduled, he shall be paid at overtime rates for all such hours worked.

**5.10.10** The Company shall pay to any employee required to work in excess of ten hours in a shift an overtime meal allowance of \$8.00. This amount shall be added to the employee's regular cheque.

**5.10.11** Employees shall under normal circumstances have a period of thirty minutes at an appropriate time during working hours for the purpose of eating lunch. A further allowance of thirty minutes shall be granted at an appropriate time for each overtime meal allowance given in accordance with Article 5.10.10.

**5.10.20** The Company shall, if necessary, provide transportation within the urban service area of the City of Sault Ste. Marie for an employee who is required to work overtime and leaves the plant at a time when no regular transportation is available.

**5.11.10** If an employee is scheduled as a day worker, and after it is posted the employee's schedule is changed so that his starting time is changed by more than two hours, he shall be paid overtime rates for the first shift worked on the new schedule. This provision shall not apply if the change is made before the end of the day shift on Friday of the week such schedule is posted and the employee is notified of the change before the end of the Friday day shift or if the change is made to provide work opportunity under Articles 5.04.10 or 7.10.

## **ARTICLE 6**

### **STATUTORY HOLIDAYS**

**For Clerical, also refer to Addendum A**

**For Welded Beam, also refer to Addendum C**

**For old UTU, also refer to Addendum D**

**6.01** Statutory holiday means the work day on which New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day is celebrated.

**6.02.10** Operations shall be reduced as much as possible on the days on which Canada Day, Labour Day and Christmas Day are celebrated, keeping in mind a return to normal operations after such day in the least possible time.

**6.02.20** Employees required to work on statutory holidays are under obligation to report for work and work just as on any other work day.

**6.02.30** Work performed on a statutory holiday as designated in Article 6.01 on jobs on which the Company curtails the normal work force, shall be performed by the most senior employees normally scheduled to work on such jobs on their own particular 2 shift, 3 shift, Preferred shift, or Dayworker schedule, or labour jobs directly associated with such schedules.

Where employees so scheduled request permission to be off such permission will be granted provided other employees are available to be scheduled from the group of employees normally scheduled on that schedule on that day on the jobs on which work has been curtailed, except that the Company may schedule employees from other shifts, in accordance with job or department seniority (whichever is applicable) who have volunteered to work on the Statutory Holiday.

If there are insufficient volunteers, employees normally scheduled on such jobs on the shifts required, will be scheduled in reverse order of job or department seniority, whichever is applicable.

**6.03.10** Statutory Holiday pay means average straight time hourly earnings for eight hours based on the employee's earnings for the pay period in which the statutory holiday falls.

**6.03.20** Every employee shall be paid statutory holiday pay in respect of a statutory holiday unless:

- 1) he is required to work on the statutory holiday and fails to do so or,
- 2) he is on layoff or leave of absence on the statutory holiday, or
- 3) he is in receipt of Income Security, Workplace Safety and Insurance Board Total Temporary Benefits, Continuance of Earnings, Short Term Disability, Long Term Disability or any other such payment made to the individual by the Company (except vacation pay) for the week in which the statutory holiday falls.

**6.04.10** In addition to any statutory holiday pay to which he may be entitled under this Article an employee who works on a statutory holiday other than Canada Day, Labour Day, or Christmas Day shall be paid overtime rates for all hours worked, provided that he shall be paid double the standard hourly wage rate for any such hours worked which also qualify for overtime rates under Article 5.06.10.

**6.04.20** In addition to any statutory holiday pay to which he may be entitled under this Article an employee who works Canada Day, Labour Day, or Christmas Day, shall be paid double time for all hours worked, provided that he shall be paid two and one half times the standard hourly wage rate for any of such hours worked which also qualify for overtime rates under Article 5.06.10.

## **ARTICLE 7**

### **SENIORITY**

**For Clerical, also refer to Addendum A**

**For old UTU, also refer to Addendum D**

The parties agree that it is in the best interests of employees to ensure, to the greatest degree possible, that security and opportunity of and for employment be commensurate with length of service with the Company. The parties further agree that ongoing efforts on a joint committee basis will be utilized to eliminate or amend any provision of this Article 7 that in any way inhibits the application of the employee's plant wide seniority.

The Company and the Union have agreed upon and identified a number of "light duty jobs" for the purpose of assisting in the accommodation of injured workers, and providing meaningful and suitable work for injured workers. However, subject to the provisions of the Human Rights Code, for the purpose of layoff from the plant, such jobs will be considered pool jobs which may be accessed by the seniority provisions of this Collective Agreement. For clarity, as a last resort to layoff from the plant, an individual employee's seniority (as per the Principles of Seniority) may be exercised for such jobs. Accommodated workers who may be displaced from designated light duty jobs by the application of seniority in this way, will continue to have full access to the worker re-entry and accommodation process.

### **7.00**

#### **PRINCIPLES OF SENIORITY**

##### **7.00.10**

##### **Definitions:**

- 1) Unit List Date: For employees hired prior to January 1, 1995, the former bargaining unit date on the bargaining

unit lists of the employees in the locals listed below effective January 1, 1995. These lists will not be added to.

Local 2251

Local 5595

Local 4509

Local 5048

Local 3933

Local 2288

Local 917

Local 29

Sault Marine Services

An employee's Unit List Seniority is his position on the Unit List relative to other employees on that same unit list.

- 2) Corporate Seniority Date: Employees' unit list date in their previous local immediately prior to the amalgamation of all locals (January 1, 1995) or their date of hire for those employees hired after January 1, 1995.

An employee's Corporate Seniority is his position on the Corporate List relative to other employees on that same list.

- 3) Bargaining Unit Line: A line drawn below the last established employee as of January 1, 1996 on all entry jobs in each of the former units.

- 4) Corporate Line: A line drawn below the last established employee as of January 1, 1995, on all entry jobs.

- 5) Entry Jobs: As agreed to by the Seniority Committee, bottom jobs in a line of sequence, or single jobs not in a line of sequence will be considered an entry job. Vacancies on entry jobs will be posted in accordance with Article 7.07.10.

## 7.00.20

### Rules:

- 1) New Hires: New employees hired into the bargaining unit will become established in the bargaining unit (and will acquire Local 2251 corporate seniority), but not in any department or job unless they have been accepted on a permanent job posting. In the interim they will be assigned to available work by Human Resources.
- 2) All postings for entry jobs will be filled by qualified applicants from the former unit first, then from other qualified applicants in order of corporate seniority.
- 3) Employees who become established on an entry job within their former bargaining unit, will have their names added to the entry job list below the bargaining unit line and above the corporate line in Unit List seniority order.
- 4) Employees who become established on an entry job outside of their former bargaining unit or new employees hired after January 1, 1995, will have their names added below the corporate line in Corporate Seniority order.
- 5) Promotion and regression from entry level jobs will be based on the criteria set out in items 3 and 4 above.
- 6) Once an employee becomes established on the job above the entry job, he will then be shown below the last established employee and promote according to job seniority. (Once an employee becomes established in a group, he/she will then be shown below the last established employee in the group and will promote according to group seniority) (Clerical).
- 7) Once an employee transfers out of his old unit and becomes established on a job outside of his old unit, his name will not be removed from the unit list but he will forfeit any job or department seniority in his old unit.
- 8) Employees will work under the scheduling agreements in the department they transfer to. Employees will schedule their vacation in the following order:
  - a) above the corporate line by Unit List Seniority, then

b) below the corporate line by corporate seniority

## **7.01**

### **Application**

**7.01.10** A line of sequence is a series of jobs in a department by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the Company and the Union. The Company may after discussion with the Union Seniority Committee temporarily institute a new line of sequence for newly created jobs or may temporarily slot a new job into an existing line of sequence until a proposal is made and agreement has been reached.

**7.01.20** An employee's job seniority is his position on a job or jobs in a line of sequence relative to other employees on the same job or jobs except for entry level jobs as per Article 7.00. For example, an employee will have less job seniority on a job in a line of sequence on which he is established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.

**7.01.21** An assigned maintenance occupation is an occupation which is covered by a master seniority list pursuant to Article 7.05.30. An assigned maintenance employee is an employee who is established on a job in an assigned maintenance occupation in accordance with Article 7.02.10(4) and his name shall appear on the master seniority list or intermingling list, whichever is applicable, for that occupation in accordance with Article 7.01.20.

**7.01.22** Assigned maintenance sub-departments are as shown on the most recent line of sequence charts for the Mechanical Maintenance and Electrical Maintenance Departments respectively.

**7.01.30** Pool jobs are jobs which the parties have agreed can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations and are not in a line of sequence. Changes in or additions to pool jobs must be agreed upon by the Company and the Union Seniority Committee.

**7.01.40** An employee's department seniority is based on his effective date of establishment in the department in accordance with Article 7.02.10(2) relative to other employees in the same department.

**7.01.41** An established employee who applies on a job posting and is accepted and, before he becomes established, is assigned out on work opportunity will, for the purposes of regression, assignment and recall be considered as established in the new department.

## **7.02**

### **Establishment**

For the purposes of this clause, all employees hired prior to January 1, 1995 are considered established in the bargaining unit.

**7.02.10** Subject to Articles 7.02.20, 7.02.30, and 7.02.31, an employee shall become established:

- 1)for employees hired subsequent to January 1, 1995, in the bargaining unit effective his last date of hire, after he has worked 1040;
- 2)in a department, effective his last date of transfer to such department, after he has worked in such department 80 hours within any period of 120 consecutive days provided that no employee shall become established in a department until he is established in the bargaining unit;

3)as of the day he begins work on a job in any line of sequence after he has worked on such job at least 80 hours within any period of 37 consecutive days exclusive of the days such employee was on vacation provided that no employee shall become established on a job in a line of sequence until he is established in the bargaining unit and in the department of which the line of sequence forms a part, and further provided that if an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment unless he is the employee who has preference for the promotion under Article 7.06;

4)as of the day he begins work on an assigned maintenance occupation after he has worked on such job at least 80 hours within any period of 37 consecutive days, exclusive of the days such employee was on vacation, provided that no employee shall become established on an assigned maintenance occupation until he is established in the bargaining unit and in the Mechanical Maintenance or Electrical Maintenance Department, whichever one is applicable.

**7.02.11** If an employee is promoted to a job in a line of sequence other than the job next above the job in which he is established, he shall nevertheless for the purposes of this Article be deemed to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day he becomes established on the job to which he is promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who were unable to accept the promotion in question due to lack of the required qualifications.

**7.02.12** Notwithstanding Articles 7.02.11 and 7.06.10, if because of a physical disability an employee is unable to perform the job in a line of sequence next above the job on

which he is established, the Company and Union may agree to permit such employee to advance to the next higher job above the intervening job on the basis of his seniority on the job below the intervening job, but the employee shall not be deemed to become established on the intervening job.

**7.02.13** When an employee becomes established on a trade job in accordance with Article 7.02.10(3) he shall be deemed to be established on the appropriate helper job or jobs for that trade, where applicable, as of the same date unless he was previously established on such helper job.

**7.02.14** When an employee has worked as an apprentice at least 80 hours within any period of 37 consecutive days and has become established in the plant and department in accordance with Articles 7.02.10(1) and (2), he shall be deemed to have become established on the appropriate helper job or jobs for that trade, where applicable, as of the date of commencement of such 80 hours unless he was previously established on such helper job.

**7.02.15** An assigned maintenance employee accepted on a job posting in accordance with Article 7.07 shall, as of the date he becomes established in the sub-department in accordance with Article 7.02.10(2), have his name placed on that sub-department seniority list. His position relative to others on that list shall be in accordance with his master list seniority or intermingling list seniority, whichever is applicable. His name will be removed from the seniority list of the sub-department from which he has transferred at the same time.

**7.02.20** An employee shall no longer be established:

- 1) in the bargaining unit, if his employment is terminated under Article 7.03.10 since he was last established in the bargaining unit;

- 2) in a department, if his employment is terminated under Article 7.03.10 or if he becomes established in another department since he was last established in the department first mentioned;
- 3) on a job in a line of sequence if he has been demoted, if his employment is terminated under Article 7.03.10, if he has relinquished his seniority rights in accordance with Article 7.06.21, or if he has become established on a job in another line of sequence since he was last established on a job in the line of sequence first mentioned.

**7.02.30** An employee assigned to fill a job vacancy in an assigned maintenance occupation, which is in another department, shall not become established in such department or job and his department and job seniority in the department and job in which he is established shall not be affected. An employee so assigned shall be allowed to exercise preference by his master list or intermingled list seniority among other non established employees in the assigned department.

**7.02.31** An employee assigned to a department or a job in a line of sequence pursuant to Articles 7.10.51 or 7.10.52 shall not become established in such department or job unless he is a successful applicant on a posting to such job.

**7.02.32** An employee temporarily transferred to a department or a job in a line of sequence pursuant to Article 7.09.20 shall not become established in such department or job, and his department and job seniority in the department and job from which transferred shall not be affected by a temporary transfer.

**7.02.40** The purpose of the establishment period is to allow the Company to decide whether it wishes to retain an employee in the plant, the department, or the job concerned. When an employee who is established in the Plant is accepted on a job posting and it is the decision of the Company not to retain the employee in the department or job concerned and

the employee disagrees with this decision, the Company will justify its position to the employee and to the Union in writing.

## **7.03**

### **Loss of Seniority**

**7.03.10** An employee's employment shall be considered terminated and his seniority and vacation service permanently cancelled when:

- 1) he quits his employment, or
- 2) he is discharged for cause, or
- 3) he overstays a leave of absence without reasonable cause, or
- 4) he is absent from work for ten consecutive scheduled working days without reasonable excuse, or
- 5) he does not return to work within ten days of the delivery of notice of recall to his last address in the Company records pursuant to Article 7.11.30, provided that the ten day period may be extended by a leave of absence from Personnel Services if he applies in writing for such leave of absence within five days of the delivery of notice of recall, or
- 6) he is laid off for a period in excess of twelve calendar months if he has less than two years seniority at the time of layoff, or
- 7) he is laid off for a period in excess of twenty-four calendar months if he has less than three years seniority at the time of layoff, or
- 8) he is retired under the terms of the pension agreement.

**7.03.20** Notwithstanding anything contained in this Agreement an employee with three or more years seniority shall not have vacation service cancelled, nor shall his seniority be broken, as a result of layoff, subject to reporting for work as provided in Article 7.03.10(5).

## **7.04**

### **Departments**

For the purposes of this Agreement, the plant shall be deemed to be divided into the following departments:

Cokemaking

Cold Rolled Strip

Construction

Direct Strip Production Complex

Electrical Maintenance

Human Resources

Environmental Control

Field Forces

Ironmaking

Masonry

Mechanical Maintenance

Medical

Plate and Strip

Quality Control

Roll (Shop)

Shops

#2 Steelmaking

Steelmaking Services

Stores

Tubular Business Unit (refer to Addendum E for Departments)

Transportation (Material Handling)

Unfinished Parts (Quality Blanks International)

Utilities

Welded Beam

The foregoing list of departments may be amended as necessary by agreement of the Company and Union Seniority Committees.

## **7.05**

### **Seniority Lists**

**7.05.10** On February 1 of each year the Company shall post in each department a list showing employees in the following order; first the Unit List Seniority Date order, then the Corporate Seniority Date order, and will include the vacation service date and pension credits as of January 1st of each employee in such department. A copy of the list will be sent to the appropriate Local 2251 Union-Management Committee Co-Chair and two copies of each list shall be sent to the Union.

**7.05.11** Errors or omissions in a list posted in accordance with Article 7.05.10 shall be corrected on application of the Union or the employees concerned, provided:

- 1) such error or omission relates to the period subsequent to the date of the previous list, and
- 2) the error or omission is brought to the attention of the Company Chair of the Joint Company/Union Seniority Committee within 21 days of the employee's first reasonable opportunity to see the list.

Nothing contained herein will prohibit the Joint Company/Union Seniority Committee from correcting administrative errors or omissions by agreement.

**7.05.20** On or before April 1 of each year, the Company shall prepare and post in each department a seniority list showing as of January 1, the job seniority of each employee on each job in each line of sequence in the department. A copy of the list will be sent to the appropriate Local 2251 Union-Management Committee Co-Chair and one copy of each list shall be sent to the Union prior to the posting.

**7.05.30** On or before April 1 of each year, the Company shall prepare and post in each sub-department, a master seniority list for each assigned maintenance occupation listed below and sub-department seniority lists for that particular

sub-department as defined in Article 7.01.22. Copies of such lists will be sent to the Union prior to posting.

On or before April 1 of each year the company will post a job seniority list for each group of apprentices to a trade or craft occupation in each department. Apprentices will be listed according to their most recent date of entry into the apprenticeship training program. The apprentice job seniority list will be used for the purpose of layoff and recall to the apprenticeship training program. When an employee completes his apprenticeship training program his name shall be removed from the apprentice job seniority list and added to the trade job list according to Article 11.

**Assigned Maintenance Occupations:**

Mechanic J.C. 22

Mechanic Leader J.C. 24

Mechanic Senior Leader J.C. 26

Electrical Maintenance Technician J.C. 25

Electrical Maintenance Technician Leader J.C. 27

Electrical Maintenance Technician Sr. Leader J.C. 29

**7.05.31** When an employee becomes established on a job in an assigned maintenance occupation, his name shall be placed on the bottom of the intermingling list for that occupation. An employee's name shall be removed from the master seniority list or intermingling list for the applicable occupation when he is demoted, when his employment is terminated under Article 7.03.10, or when he becomes established on a job not covered by such master seniority list or intermingling list.

**7.05.40** If no written protest is received at the Union office concerning a seniority list posted in accordance with Articles 7.05.20 or 7.05.30 within 21 days of the day it was posted it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or layoff within twenty one days of

the return to work of that employee. The Union shall within twenty-one days notify the Company of any protests received which it considers legitimate.

**7.05.41** If a written protest is received and forwarded to the Company within the time limits set out in Article 7.05.40, the protests shall be resolved by the Company and Union Seniority Committee within thirty days. If the list is revised as a result of the protest the revised list will again be subject to the procedure set out in Article 7.05.40 but only protests relative to the revisions will be processed and the period of posting after which the list becomes final shall be seven days.

**7.05.42** Each job seniority list, intermingling list and master seniority list shall be signed by the Chairmen of the Seniority Committee within twenty-one days of the day it became final. Three copies of each list will be sent to the Union.

**7.05.43** If any protest received by the Company under Article 7.05.41 cannot be resolved, the list shall become final unless the Union within fourteen days of the Company's decision refers the grievance to Step 2 of the Grievance Procedure, and the previous signed list shall remain in effect until the grievance is resolved and the new list signed in accordance with Article 7.05.42.

**7.05.44** Notwithstanding anything contained here in, once a seniority list has been signed in accordance with Article 7.05.42, the only protests which will be considered against the next posted list shall be protests relative to deletions, bypasses, promotions, and additions, occurring since the date of the previous list.

**7.05.50** When an existing job is changed or a new job is established and the job seniority lists for existing jobs and employees are affected the Company and the Union seniority committees will develop a new seniority list which will include the names of all employees who were established on such jobs, taking into consideration the following:

Corporate Seniority  
Unit List Seniority  
Department Seniority  
Job Seniority  
Sign Offs  
Job Duties of Such Jobs  
Trade Dates  
Group Seniority (Clerical)  
Incumbent Seniority (Where applicable)

The Committees may consider other relevant factors in developing the combined seniority list.

A temporary seniority list for scheduling purposes for the affected employees will be formed using the above criteria. This temporary seniority list will be in effect for up to ninety days. If agreement on a seniority list is not reached within ninety days as mentioned above, the Union may refer the matter to referees, one named by each party, who will attempt to resolve any outstanding issues. Agreement by the referees will be binding on both parties. If agreement is not reached the Union may file a grievance of a General Nature.

## **7.06**

### **Promotions**

**7.06.10** In promoting an employee to fill a vacancy in a job in a line of sequence (except entry level jobs), preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence unless the employees concerned do not have the qualifications and the evident ability to do the job.

**7.06.11** If an employee is absent due to illness, accident, leave of absence or vacation when an opportunity for promotion occurs in his line of sequence, he shall upon returning to work be given an opportunity to qualify for the job on the basis of Article 7.06.10. This shall not apply in the case of an employee absent more than nine months on a leave of absence under Article 8.04.

**7.06.12** In filling a vacancy in the lowest job in any branch line of sequence, except entry level jobs, the Company will post for at least five days in each section of the department of which the line of sequence is a part, a notice of such vacancy or vacancies describing the job available, the number of employees to be selected, the qualifications, if any, required, and the date and hour by which written applications for the job must be received by the superintendent of the department. Selection of an employee from among the applicants will be made in accordance with Article 7.06.10.

**7.06.12.10** When it is the intention of the Company to establish qualifications for entry into a job, group of jobs or department the Company will first discuss the reasons for such qualifications with the Union and consider suggestions or objections raised by the Union.

The qualifications contemplated above could include specific skills, abilities or levels of formal education required to perform duties encompassed in the jobs within the line of sequence.

Employees applying for entry into jobs, groups of jobs or departments who lack the required level of formal education will be given an opportunity to demonstrate equivalency.

**7.06.20** An employee may refuse a promotion and on doing so he shall sign form E.R. 112 or, if he refuses, the employee promoted and the departmental steward shall sign the form. Upon completion of form E.R. 112 the employee refusing promotion shall lose his promotional rights to the job he refuses and all higher jobs in the same line of sequence in favour of any employee accepting promotion to such job while his sign-off is in effect. An employee who has signed form E.R. 112 may again be considered for promotion when he indicates to supervision, in the approved form, that he wishes to be considered for any promotion arising after the date of

such notice. A copy of such form shall be sent to the Union and the employee concerned.

**7.06.21** An employee who is established on a job in a line of sequence must, upon request, exercise his rights to that job in accordance with his job seniority or he shall be required to sign seniority waiver form, E.R.133, relinquishing his seniority rights to that job and all higher jobs and relinquishing his future promotional rights to such job until he indicates to supervision, in the approved form, E.R. 115, that he wishes to be considered for promotion. If the employee refuses to sign form E.R. 133, the employee promoted and the steward shall sign the form. This shall not apply if the employee is not working in the department.

A worker who is prevented from promoting because of medical restrictions, supported by valid and current medical documentation, shall not be forced to sign off or be forced to promote.

**7.06.22** An employee who has signed off a job in accordance with Article 7.06 shall not retain job seniority on any jobs lower in the line of sequence than the job to which he signed off if such job or jobs are subsequently inserted in the line of sequence above the job to which he signed off.

**7.06.23** Notwithstanding Article 7.06, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations. Where it is necessary to compel an employee to promote, the junior qualified employee available shall be promoted.

**7.06.24** If as the result of sign-offs pursuant to Articles 7.06.20 and 7.06.21 the efficiency of an operation is impaired, the Company and Union may agree to temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.

**7.06.25** When selecting an employee for an Instructor position (as defined in the C.W.S. Manual) in a department,

the Union-Management Committee will develop the criteria and make the selection based on the senior qualified employee who has indicated an interest.

## **7.07**

### **Job Posting**

**7.07.10** All initial job vacancies will be posted plant-wide for a period of ten (10) days. This shall not apply to those jobs provided for in Article 7.06.12.

Candidates who apply to the vacancy and candidates in the relevant Job Posting Pool (defined below) will be considered, and the successful candidate for the vacancy will be the employee who has met the requirements of the job, and has greater seniority in accordance with Article 7.07.11.

An employee selected to fill a vacancy in accordance with this Article shall be transferred and become established in accordance with Article 7.02.

Subsequent vacancies created by the initial posting will be filled in accordance with the following Job Posting Pool rules, by employees who meet the job requirements:

- 1) A job vacancy created by an initial posting shall be filled by selecting the employee from the Job Posting pool by principles of seniority provided such employee has the qualifications and the evident ability to do the job and has greater plant seniority than employees who apply for such job in accordance with Article 7.07.10.

Notwithstanding #1 above if there are no applicants in the job posting pool the vacancy will be posted prior to filling by assignment.

Notwithstanding Article 7.02.10 an employee selected to

fill a vacancy in accordance with this article shall be transferred to the department in which the vacancy exists.

- 2) An employee may complete and submit the required Job Posting Pool forms, selecting departments and or specific lines of sequence. Such forms will be retained and remain valid until January 1<sup>st</sup> of the following year. Employees will be allowed to make changes to their preferences. However, the preference indicated at the time of the posting will apply to the posting.
- 3) The vacancy will be offered to the employee who has the greatest seniority in accordance with Article 7.07.11.
- 4) If there are no applicants in the Job Posting Pool, the most junior employee assigned to the job who is not established, will be deemed the successful applicant.
- 5) Where this does not produce an applicant, the vacancy will be filled by either the most junior non-established employee (who is not a successful applicant on a job posting) in the plant or an external hire.
- 6) Employees accepting or declining a job posting are subject to the provisions of Article 7.07.12.

**7.07.11** Employees who apply on the postings will be selected in order of their Unit List Seniority then their Corporate Seniority, whichever is applicable.

**7.07.12** If employees refuse to accept the position which they are contacted for, accept and move to the position, or accept the position but are held back from moving they will not again be allowed to apply on a future job posting for a period of twelve months from the date of closure of the current job posting. This shall not prevent clerical employees from applying for promotions within their 'old unit' or prevent

employees from applying on apprenticeships that become available.

**7.07.13** If employees accept the position, they will be deemed to have moved to the position. No junior employee will gain a seniority right over a senior employee in accordance with the Principles of Seniority if the senior employee is held back from moving to a job that he has successfully applied for.

**7.07.14** Where an employee applies for and is accepted on a job in accordance with the provisions of Articles 7.00, 7.06.12 or 7.07.11, then leaves that job prior to becoming established in accordance with Article 7.02.10 that employee shall not be considered on any future postings that occur within twelve months of that employee leaving the job.

**7.07.15** If employees are held back from moving to new positions for a period longer than 30 days from the date of the closure of the posting, once they do move and become established on the new position, they will be paid any loss of earnings between the rate of the job(s) worked on and the rate of the job(s) to which seniority would have entitled them had they moved. This payment will be made retroactively to thirty days from the closure of the posting.

**7.07.30** If an employee is absent due to illness, accident, leave of absence or vacation when notice of a job vacancy is posted under Article 7.07.10, he shall forfeit any claim he might have to that job unless he is placed on the job or within seven days of his return to work he applies in writing for such job.

## **7.08**

### **Demotion and Regression**

**7.08.10** Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do his job.

**7.08.11** The Company shall not unreasonably demote an employee for inability to do the job and the front line

supervisor shall discuss any such case with the steward before making the demotion. If the Union believes that the demotion is unjust, it may within twenty-one (21) days of the demotion refer the matter to Step 2 of the Grievance Procedure.

**7.08.20** Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.

**7.08.21** An employee shall regress from a job in reverse order of his job seniority. An employee shall regress from below line one but above entry level in accordance with Article 7.10.41. An employee shall regress from an entry level job in accordance with Article 7.10.42. An employee shall be assigned immediately from one job to another in the department within the shift in accordance with his job or department seniority whichever is applicable.

The Company shall not be required to assign employees to pool jobs outside the section of a department in which they normally work, for periods of less than a full shift.

**7.08.22** Except as provided in Article 7.10.30 an employee working on pool jobs shall be displaced from a department in accordance with his department seniority.

## **7.09**

### **Transfers**

**7.09.10** Vacancies in an assigned maintenance sub-department will be filled according to the following provisions:

- 1) In accordance with Master list seniority, then Intermingling list seniority the most senior employee applying to that particular sub-department will be the successful applicant.
- 2) The Company will not be required to make the move requested if by such move the efficiency of the operations

will be impaired. The Co-Chairs of the Joint Apprenticeship Committee, or their designates will determine whether or not the move should be made. The amount of training necessary and the skill and ability of the employee will be part of the consideration. If consensus cannot be reached the Company will have the right to make the decision. If the Union disagrees with the Company's decision they may file a grievance at step two of the Grievance Procedure.

- 3) These provisions will only apply to permanent vacancies in the sub-departments outlined in Article 7.01.22. They will not apply to a temporary vacancy unless it is known in advance it will last more than ten weeks.

**7.09.20** An employee may only be temporarily transferred from one department to another, or from one line of sequence to another within a department, under the following conditions:

- 1) where there are no established employees available, on or off roll, to work on a job, and the job has been posted and not yet filled; or
- 2) where the work is of a temporary nature and the Company and Union Seniority Committees have agreed to waive the posting provisions of Article 7.07 and fill the job by means of a temporary transfer.

The transfer shall be authorized by a completed temporary transfer form, copies of which shall be sent to the Union and the steward(s) concerned.

Seniority shall be one of the factors considered in the selection of an employee for a temporary transfer.

**7.09.21** The temporary transfer shall not be effective for a period of more than ninety days but may be renewed for one further period of not more than ninety days.

**7.09.22** During the period in which an employee is temporarily transferred to a job, he shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which he would have been assigned had he not been transferred, whichever is greater.

**7.09.23** Where an employee being laid off has the seniority and evident ability to hold a job being performed by a junior employee on a temporary transfer and so advises the Company he will be temporarily transferred to the job.

## **7.10**

### **Layoff and Reduction in Force**

**7.10.10** The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence or departments as a result of a reduction in force. This Article 7.10 need not be applied in case of temporary fluctuations in operations of less than one week.

**7.10.11** In this Agreement layoff means layoff from the plant.

**7.10.20** Employees shall be laid off in the following groups as is necessary to create job vacancies unless it is evident that the job vacancies so created cannot be filled by senior employees to be assigned in accordance with Article 7.10.51.

Group 1 Employees in the department affected who are not established in the bargaining unit.

Group 2 Other employees who are not established in the plant. Subsequent groups shall be composed of those employees hired in the quarterly periods January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31, commencing with the group most recently hired and progressing by quarters in reverse order. Employees with two years or more of corporate seniority shall not be subject to layoff to create vacancies for senior employees unless

they are working on pool jobs. On designated jobs in a line of sequence (i.e. jobs in a line of sequence which are below line one) however, employees who have established job seniority on such jobs may exercise Unit List Seniority over other employees working on such jobs prior to being displaced from their line of sequence.

**7.10.21** For the purpose of Article 7.10.20 all employees in a new department shall be deemed to have two years of seniority until two years after the date on which such department begins production.

**7.10.30** In any department, employees within a group being laid off to create job vacancies for senior employees to be assigned shall be laid off in reverse order of their Corporate Seniority then their Unit List Seniority according to Article 7.00.

**7.10.40** In a reduction in force employees shall be displaced from jobs in a line of sequence above the entry level job on the basis of job seniority.

**7.10.41** Notwithstanding Article 7.10.40, in a reduction in force employees on a job prior to January 1, 1996 shall be displaced from jobs in a line of sequence below line 1 on which they have become established in accordance with their job seniority, except that they may exercise their Unit List Seniority over employees with less seniority in that unit before being displaced from the line of sequence.

**7.10.42** In a reduction in force employees on a job after January 1, 1996 shall be displaced from entry level jobs in a line of sequence on which they have become established in reverse order of their Corporate Seniority below the Corporate Line, then in reverse order of their Unit List Seniority below the Bargaining Unit Line.

**7.10.50** At any time during a reduction in force "senior" employees means employees with Unit List Seniority Dates then Corporate Seniority Dates prior to the quarter yearly group currently being laid off in accordance with Article 7.10.20.

**7.10.51** Subject to Article 7.10.52, senior employees displaced from their jobs will be assigned to job vacancies created pursuant to Article 7.10.20 in accordance with the following rules.

- 1) Senior employees with the greatest department seniority shall be assigned to job vacancies in their department by their Unit List Seniority and Corporate Seniority whichever is applicable.
- 2) Senior employees not assigned to job vacancies under Rule (1) will be assigned to job vacancies elsewhere in the plant.
- 3) Assignment of senior employees to job vacancies in their own department shall be completed as soon as possible and in any event within twenty-four hours.
- 4) Assignment of senior employees to job vacancies outside their own department shall be completed as soon as possible and in any event within three calendar days exclusive of Saturdays, Sundays and Statutory Holidays.
- 5) Except as provided in Rule (1), there shall be no job preference in assignment of senior employees to job vacancies, and employees assigned for work opportunity to another department shall not have preference for promotion to jobs in a line of sequence ahead of any employee who was a successful applicant on a job posting to the department.
- 6) Notwithstanding Article 7.10.51(5) when there are employees assigned for work opportunity to another department and the opportunity arises for promotion, the senior employee shall be given preference to promote, subject to their ability to perform the work required.

- 7) No senior employee shall be assigned to a job vacancy if it is evident that he cannot fill that job vacancy.
- 8) When a senior employee wishes to displace an employee with less than two years seniority in accordance with Article 7.10.20 and that junior employee is working on a job above line 2, the senior employee or his department steward will, at the time of layoff, inform the Personnel Services Office of his ability to perform the job in question without the necessity of training him for more than one week.
- 9) When the process outlined in 8 above does not afford a senior employee an option to displace, he may displace another employee who has displaced a junior employee with less than two years service, provided he can perform the job in question without the necessity of training him/her for more than one week.

**7.10.52** In a reduction in force, assigned maintenance employees in a sub-department shall be displaced from their jobs in reverse order of job seniority. Assigned maintenance employees displaced from their jobs will be assigned to other jobs in accordance with the following rules.

- 1) An assigned maintenance employee displaced from his job shall replace the assigned maintenance employee in the same assigned maintenance occupation who is still working on a job in that occupation and who stands lowest on the master seniority list or intermingling list for such occupation, whichever is applicable.
- 2) Senior assigned maintenance employees not placed on jobs under Rule(1) will be assigned to job vacancies in accordance with Article 7.10.51.
- 3) Assignment of assigned maintenance employees in their own sub-department pursuant to Rule (1) shall be completed as soon as possible and in any event within twenty-four hours.

- 4) Assignment of assigned maintenance employees outside their own sub-department pursuant to Rule (1) or (2) shall be completed as soon as possible and in any event within three calendar days exclusive of Saturdays, Sundays and Statutory Holidays.
- 5) Except as otherwise specifically provided there shall be no job preference in assignment of assigned maintenance employees for work opportunity.
- 6) No assigned maintenance employee shall be placed on a job in an assigned maintenance occupation unless his name appears or is eligible to be shown on the master seniority list or intermingling list for such occupation, whichever is applicable.

## **7.11**

### **Recall and Increase in Force**

**7.11.10** The purpose of the recall procedure is to recall employees to jobs in lines of sequence, or single jobs not in a line of sequence, in order of job seniority, to recall employees to entry level jobs in reverse order of Article 7.10.41 or Article 7.10. 42, whichever is applicable, and to recall employees to the plant in order of Unit List Seniority then Corporate Seniority. This Article 7.11 need not be applied in case of temporary fluctuations in operations of less than one week.

Where vacant shifts appear on a posted schedule, such shifts shall be filled by recalling qualified employees who are laid off and available for such work with minimal training prior to scheduling other employees on overtime to fill such shifts.

**7.11.20** Employees shall be recalled to jobs during an increase in force in accordance with the following rules:

- 1) when a vacancy occurs on a job in a line of sequence, or single jobs not in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to it provided he has two or more years of seniority. A vacancy in a job in an assigned

maintenance occupation shall be filled by recalling the senior employee for such job who is not working on the job by master seniority list or intermingling list, whichever is applicable.

- 2) when a vacancy occurs on a job which is not filled under Rule 1, the employee with the earliest Unit List Seniority Date or Corporate Seniority Date, whichever is applicable, who is laid off will be recalled to it unless it is evident that he cannot fill the job vacancy. The job will subsequently be posted in accordance with Article 7.07.
- 3) when all employees with two or more years of seniority have been recalled, two years' seniority shall not be a factor in the application of Rule (1).

**7.11.21** For the purposes of Article 7.11.20, Rule (1), all employees in a new department shall be deemed to have two years of seniority until two years after the date on which such department begins production.

**7.11.30** Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 12, provided that an employee shall, if necessary, be notified of such recall by a registered letter mailed to his last address in the Company records.

**7.11.40** If, during a layoff, all employees displaced from a line of sequence have been recalled to that line of sequence and a permanent increase in force in that line of sequence is necessary, the new jobs will be posted.

## **7.12**

### **Reversion Rights**

**7.12.10** An employee established in the bargaining unit promoted or transferred to a job not in any bargaining unit prior to August 1, 1972 or after April 30, 1992 or to a job in another bargaining unit between January 1, 1995 and November 30, 1996 and who is later removed from such position but still in the employ of the Company shall be

reassigned with his original plant and department seniority dates and the job seniority he held at the time of promotion or transfer.

**7.12.11** An employee established in the bargaining unit promoted or transferred to a job not in any bargaining unit between August 1, 1972 and April 30, 1992 and removed from such position but still in the employ of the Company, shall be reassigned to the bargaining unit with his original plant date.

**7.12.12** Employees permanently promoted or transferred to a job in another bargaining unit and reverting to this bargaining unit will do so in accordance with the following:

- a) An employee established in this bargaining unit permanently promoted or transferred to a position(s) outside of this bargaining unit subsequent to November 30, 1996 and who is later removed from such position(s), but still in the employ of the Company, shall be reassigned to this bargaining unit with a forward adjustment to his Local 2251 Corporate Seniority Date (as defined in the Principles of Seniority) equal to the time the employee spent out of this bargaining unit during such promotion or transfer. The employee will not retain any job seniority or department seniority.
- b) Notwithstanding item a) above, an employee established in this bargaining unit permanently promoted or transferred to a position(s) outside of this bargaining unit subsequent to November 30, 1996 who reverts to this bargaining unit within three months of promotion or transfer to such position(s) shall be reassigned to this bargaining unit with his original Local 2251 Corporate and department seniority dates and the job seniority that he held at the time of such promotion or transfer.
- c) When it is known, at the time Local 2251 bargaining unit vacations are being scheduled, that an employee will be utilized on a temporary promotion or transfer to the Local

2724 bargaining unit for at least one full week in the year, that employee will not schedule his vacation as a member of the Local 2251 bargaining unit group.

- d) Any Local 2251 member temporarily promoted or transferred to a position in Local 2724 will be shown in the manning numbers of Local 2724.

**7.12.13** The Company shall notify the Union of all persons so promoted or transferred.

## **7.13**

### **New Departments**

If new departments are established, the Company and the Union shall discuss the selection of employees for such departments. Seniority shall be one of the factors in selecting such employees.

## **ARTICLE 8**

### **LEAVE OF ABSENCE**

**8.01** A leave of absence is permission granted by the Company to an employee to be absent from his job without pay for a specified period not to exceed six months. The Company reserves the right to refuse to grant a leave of absence.

**8.02** An employee may apply for a leave of absence by completing the approved form at the Personnel Services Office. When approved and signed by the Superintendent – Industrial Relations and the department superintendent a copy of the signed form will be returned to the employee.

**8.03** Copies of approved leave of absence forms shall be sent to the Union.

**8.04** Notwithstanding Article 8.01, the Company shall on receipt of proper application from the Local Union President or Vice President grant leave of absence to a maximum of

eight employees to enable them to accept elected or appointed positions with the United Steelworkers, provided that such leaves of absence shall expire ten days after the date the employee concerned ceases to hold such elected or appointed position. Such employee shall be reassigned with his original plant and department seniority dates and the job seniority he held when his leave of absence commenced.

**8.05** Leave of absence for the transaction of Union business shall be given to delegated members of the Union in the plant if proper application is made by the Union and approved by the Manager – Human Resources. Requests for such leaves shall be submitted as far in advance as possible. An employee on such leave shall, upon his return to work be entitled to exercise his seniority for any daywork, preferred shift or two shift vacancies which became available while he was on such leave of absence. He shall forfeit any such entitlement unless he indicates his desire to exercise his seniority within seven days of his return to work.

**8.06** Employees qualifying under the provisions of the Employment Standards Act shall, upon request, be granted a pregnancy leave of absence and/or a parental leave of absence for the period provided for in the Employment Standards Act. Pregnancy leave may be initiated by the Company when in the opinion of the Company Medical Director the duties of the employee's job cannot reasonably be performed by a pregnant woman or her work is materially affected by her pregnancy. In such cases the Company Medical Director will consult with, and consider information provided by, the employee's physician.

## **ARTICLE 9**

### **JUSTICE AND DIGNITY**

**9.01.10** When it is the intention of the Company to meet with an employee to discuss any matter relating to discipline, or which may lead to discipline, the employee will be informed

that he is entitled to be accompanied by the steward or committeeman available on shift.

Supervision shall meet with the employee and, where requested, the steward or committeeman on shift, prior to issuing discipline.

**9.01.20** When it is the Company's intention to discharge an employee for the accumulation of 100 demerit points, the Company will first convene a meeting between Human Resources and the Union. Except in cases where the final incident that results in the accumulation of 100 demerit points under the Employees' Conduct Rules is an offence involving:

- significant theft, or
- sabotage, or
- a concerted or individual refusal to work, or
- an incident that creates a situation where continued employment would threaten the safety of the disciplined employee, or other employees, or the plant, or
- alcohol and drug abuse;

the employee shall continue working provided his performance is satisfactory, as entitled by his seniority, until a grievance, which may have been filed protesting the intention of the Company to discharge the employee, has been finally resolved through the Grievance Procedure. Notwithstanding the provisions for an employee's return to work, an employee will not be allowed to return to work if he would present a danger to the safety of employees or equipment in the plant. The meeting will be convened as soon as possible and will constitute the Step 2 meeting of the Grievance Procedure in the event a grievance is filed. Such grievance must be filed within twenty-four hours of the meeting on discharge.

**9.02** When an employee is disciplined the disciplinary action shall be taken within twenty-one days of the Company's first reasonable opportunity to have knowledge of the circumstances giving rise to the discipline. The employee shall sign the notice of discipline for the sole purpose of

acknowledging receipt. This signature does not in any way imply guilt or the employee's agreement that the discipline is warranted. If the employee refuses to sign the acknowledgement the front line supervisor shall record the issuance of discipline on the appropriate form. The department steward shall be informed of the reason for such discipline and the penalty assessed. Where available information indicates the issuance of discipline may be warranted and the potential recipient is not available, the Superintendent of Industrial Relations, or his representative and the Chairman, or any member of the Grievance Committee may agree to extend the twenty-one day time period. If the penalty is not considered warranted, the matter may be referred to the Grievance Procedure.

**9.03** In dealing with grievances arising out of Article 9.01 or Article 9.02, an arbitrator may uphold, remove, or modify any discharge or other penalty imposed by the Company.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

**For Clerical, also refer to Addendum A**

**10.01** The Company and Union, realizing the benefits to be derived from a safe, healthy place of employment, agree that they and all employees, members of the Grievance Committee and supervisors at all levels will cooperate to the fullest extent to promote fire prevention, safe work practices, healthy conditions and the enforcement of safety and environment rules.

**10.02** The Company and Union shall establish a Joint Health and Safety Committee consisting of employees selected by the Union in accordance with the Occupational Health and Safety Act 1978, and an equal number of management representatives selected by the Company. This Committee shall ensure that safety meetings are held at

various levels to conform to the requirements of the Occupational Health and Safety Act 1978.

**10.03** Essar Steel Algoma's Joint Health, Safety and Environment Manual for the Joint Health, Safety and Environment Committee contains the procedures and practices to be followed in implementing the provisions of the Occupational Health and Safety Act 1978/1990, along with other pertinent legislation as it relates to the functioning of the Joint Health and Safety Committee. The provisions of this manual will be considered as representing the commitments of the parties. Sections of the manual requiring Company and Union agreement may be amended from time to time by the agreement of the Joint Health, Safety and Environment Committee Members representing the Company and the Union.

**10.04** When required, Union and Company shall meet for the purpose of agreeing on the use of compulsory safety devices, and where agreement is reached shall work together to see that all employees follow the rules for the use of such devices.

**10.05** The Company shall furnish protective equipment and safety devices in accordance with present practices subject to such improvements or changes as may from time to time be agreed to.

**10.06** The Company shall provide adequate welfare facilities and lockers for employees and such facilities shall be no less than the minimum standard required in Essar Steel Algoma's Health, Safety and Environment Manual and the Occupational Health and Safety Act 1978/1990.

**10.07** The Company shall maintain adequate medical services, including ambulance service, for the treatment of employees during working hours.

**10.08** If an employee is injured on the job and is unable to continue working, he shall be paid for all hours that he or she would have worked according to his/her regular straight time schedule or hours worked on such shift whichever is greater.

**10.09** Any employee listed on the department seniority, plant seniority, vacation and pension credit list posted February 1 each year as per Article 7.05.10, shall have a credit of \$100.00 which will be applied to any purchase of work boots or work gloves that the employee makes between January 1 and December 31 next. An employee may not however, make such purchases while laid off or on a leave of absence. Any unused portion of the \$100.00 will be carried forward to the next February 1st except that the amount carried forward plus the \$100.00 annual allotment may not total more than \$200.00.

**10.10** The Policies and Procedures Manual for the Joint Alcohol and Drug Addiction Committee is incorporated into this Agreement as Appendix "D" and its provisions shall apply as if set forth in full herein.

**10.11** The Company commits to resolving any issue of an employee having to travel in exposed weather or cold temperatures relating to an additional locker or basket in a location that is mutually suitable when requested.

## **ARTICLE 11**

### **APPRENTICES**

The Apprenticeship Agreement dated December 28, 1999 is incorporated into this Agreement as Appendix "E" and its provisions shall apply as if set forth in full herein.

## **ARTICLE 12**

### **NOTICES**

For Clerical, also refer to Addendum A

**12.01** The Union shall have the use of a reasonable number of locked bulletin boards in each department for the posting of notices relating to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to the prior approval of the Company and such approval shall not be unreasonably withheld. The key for such bulletin board will be held by the appropriate department steward.

**12.02** Except as otherwise provided, when under any of the provisions of this Agreement the Company is required to notify an employee, the employee shall be deemed to have been notified if he is told personally or is called by telephone at the most recent local telephone number shown in the records of the Company at the Company's Personnel Services Office, and

- 1) the message is given to the employee, or
- 2) the employee is not available and the message is given to a person accepting the call who consents to give the employee the message, or
- 3) two calls are made at least one-half hour apart and no answer is received or the person answering the calls does not consent to give the employee the message.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

**13.01** The Union shall form a Grievance Committee, which may include an International Staff representative of the United Steelworkers, to represent the Union in processing grievances, and shall give the Company written notice of the members of the Committee and any changes therein.

**13.02** If a matter arises which an employee wishes to take up with the Company, it shall first be discussed by the employee with his front line supervisor or other appropriate management representative. The employee shall have the right to be accompanied by his steward or committeeman.

**13.03** If the matter is not resolved to the satisfaction of the employee as a result of such discussion, the employee or his representative may within twenty one days after the occurrence of the fact or event which gave rise to the matter in dispute, deliver a written statement of his complaint to the department head or, in his absence, to a designated representative on the approved form stating the name of the front line supervisor with whom the employee discussed his complaint. If the complaint concerns the meaning or application of this Agreement, it shall be considered a grievance and shall be settled in accordance with the following procedure provided that the employee has complied with Article 13.02. The Union shall forward a copy of the written statement of his complaint to the Superintendent of Industrial Relations at the time it is reduced to writing.

**13.04 Step 1**

**13.04.10** By the end of the tenth calendar day after the department head or his representative receives a grievance, a meeting to discuss the grievance shall be held by the department head or his representative, the front line supervisor, the employee and his steward or committeeman. The department head and the steward will attempt to agree to the scheduling of such meeting at a mutually satisfactory time.

**13.04.20** By the end of the seventh calendar day after the meeting referred to in Article 13.04.10 the department head shall give the steward or committeeman an answer on the approved form, and if the grievance is denied, a statement of the reasons for such denial. A copy of any Step 1 answer will be forwarded to the Union.

## **13.05 Step 2**

**13.05.10** The grievance shall not be carried further unless by the end of the twenty-first calendar day after receiving the answer of the department head under Step 1 the Union delivers to the Superintendent of Industrial Relations written notice of referral to Step 2. Such notice shall specify the clause or clauses in the Agreement which it is believed the Company has violated, and shall state the reason or reasons the answer at Step 1 is unsatisfactory. (For example, the notice shall state whether or in what manner the Company's interpretation of a clause or understanding of the facts is disputed.)

**13.05.20** By the end of the thirtieth calendar day after receiving the notice of referral under 13.05.10, a meeting to discuss the grievance shall be held by the Superintendent of Industrial Relations or his representative and the Grievance Committee. The Company will make the necessary arrangements if the Step 2 Referral Notice indicates that the grievor and/or his steward are required to be in attendance at the Step 2 meeting.

**13.05.30** By the end of the seventh calendar day after the meeting referred to in 13.05.20 the Superintendent of Industrial Relations or his representative shall give the employee or his representative its decision and rationale in writing.

## **13.06 Step 3**

**13.06.10** The grievance shall not be carried further unless by the end of the twenty-first calendar day after receiving the answer of the Superintendent of Industrial Relations or his representative, the Grievance Committee delivers to the Company written notice referring the grievance to Arbitration.

**13.06.20** The following list of three arbitrators will be selected on a rotation basis in alphabetical order to hear grievances

referred to arbitration: Jane Devlin, Paula Knopf and Dana Randall.

In any case where an arbitrator is unable to provide hearing dates within 60 days of the date the grievance was referred to arbitration, the parties may by mutual agreement extend the 60 day period or mutually agree to another arbitrator not on the list. In such cases the arbitrator not used will be by-passed and will be used again on the next normal rotation.

**13.06.21** Grievances will be assigned to arbitrators in the normal rotation in order of the date on which they are referred to arbitration. In the event of more than one referral on the same date the order shall be decided on the basis of the lower or earlier grievance number being considered as referred first.

**13.06.22** In any case where an arbitrator is unable to provide hearing dates within sixty days of the date the grievance was referred to Arbitration, the parties may by mutual agreement extend the sixty day period or either party may elect to refer the case to the next arbitrator on the list. In such cases the arbitrator not used will be by-passed and will be used again on the next normal rotation.

**13.06.23** Hearings will be held alternately on Company and Union premises or at other locations by mutual agreement.

**13.06.24** The Union will notify the Superintendent of Industrial Relations as far in advance as possible of the names of bargaining unit employees required to attend arbitration hearings as witnesses.

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

**13.06.40** Subject to Article 13.06.30, the decision of the Arbitrator shall be binding on the Company, the Union and the employees. Any recompense may be made retroactive to the date on which the written grievance was received by the

superintendent and for up to twenty-one additional days if the employee could not reasonably have known of the fact or event giving rise to the grievance prior to the date he first discussed it with his front line supervisor or other appropriate management representative.

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

### **13.07 General Nature Grievances**

**13.07.10** A question of a general nature between the Company and the Union as to the meaning or application of the provisions of this Agreement may be treated by the Union as a grievance and submitted in writing (signed on behalf of the Union by an executive officer of the Union) at Step 2 of the Grievance Procedure within twenty-one days after the occurrence of the fact or event upon which such question is based.

**13.07.11** Any grievance filed by the Company claiming that the Union has violated the provisions of this Agreement may be filed as a grievance of a General Nature at Step 2 of the Grievance Procedure within twenty-one days after the occurrence of the fact or event upon which such grievance is based and processed in accordance with Articles 13.05 and 13.06.

**13.07.20** Any difference between the Company and an employee as to whether the employee is medically fit to perform his job, may be submitted by the employee at Step 2 of the Grievance Procedure within twenty-one days after the employee is informed of the decision of the Company in the matter.

**13.07.30** Any allegation that an employee has been discharged without just cause may be treated as a grievance of a General Nature which may be filed at Step 2 of the Grievance Procedure within twenty-one days of the discharge.

**13.08** Time limits referred to in this Article will be increased by one (1) day in respect of any statutory holiday as defined in Article 6.01, that falls within the applicable time limit.

Time limits set out in this Article may be extended by agreement between the Company and the Union.

**13.09** A written grievance to be processed to the next step shall state the reasons why the previous reply was unsatisfactory.

If the Company or the Union fail to reply to a grievance within the time limits prescribed, or any extension thereof, the party failing to reply shall be deemed to have conceded the grievance. The foregoing shall not prejudice the parties in any future grievances of a similar nature, providing notification in writing is given the other party within a period of thirty (30) days from the time the grievance was deemed to be conceded.

The parties agree to give each other ten calendar days written notice prior to claiming a breach of time limits as provided for in the second paragraph of Article 13.09.

**13.10** It is the intent of the parties to ensure that all employees' complaints are dealt with in a reasonable and expeditious fashion and all meetings will be held at a mutually agreeable time within the time limits provided.

## **ARTICLE 14**

### **VACATIONS WITH PAY**

**For Clerical, also refer to Addendum A**

**For Welded Beam, also refer to Addendum C**

**For old UTU, also refer to Addendum D**

#### **14.01**

##### **Vacation Service Years**

**14.01.10** Corporate Service date is defined as the date on which continuous service (excluding layoffs, etc.) commenced.

All employees will receive one (1) vacation service year for each year of service subsequent to December 31, 1994 except that an employee who requests and is granted a leave of absence for the following reasons will receive one (1) service year less that proportion which weeks on leave of absence during the year bears to 52 weeks (to the nearest hundredth).

- a) leave for personal reasons other than a parental or maternity leave.
- b) leave to accept an elected or appointed position with the United Steelworkers.
- c) leave to accept an elected or appointed position with any level of government or an agency thereof.

**14.01.40** On being rehired by the Company a person whose employment has previously been terminated and vacation service years cancelled in accordance with Articles 7.03.10(6) or (7) shall on becoming established be granted the vacation service years he had at the time of such termination.

#### **14.02**

##### **Regular Vacation**

**14.02.10** An employee with less than one vacation service year calculated to January 1 shall receive 1 day of vacation for each complete .08 of a vacation service year acquired by him during the previous calendar year up to a maximum of ten

days with vacation pay of four per cent of the total wages paid to such employee during the previous calendar year.

**14.02.20** An employee with one or more vacation service years but less than five vacation service years calculated to January 1 shall receive two weeks of vacation with vacation pay of four per cent of the total wages paid to such employee during the previous calendar year.

**14.02.30** An employee with five or more vacation service years but less than nine vacation service years calculated to January 1 shall receive three weeks of vacation with vacation pay of six per cent of the total wages paid to such employee during the previous calendar year.

**14.02.40** An employee with nine or more vacation service years but less than fifteen vacation service years calculated to January 1 shall receive four weeks of vacation with vacation pay of eight per cent of the total wages paid to such employee during the previous calendar year.

**14.02.50** An employee with fifteen or more vacation service years but less than twenty vacation service years calculated to January 1 shall receive five weeks of vacation with vacation pay of ten per cent of the total wages paid to such employee during the previous calendar year.

**14.02.60** An employee with twenty or more vacation service years but less than twenty-five vacation service years calculated to January 1 shall receive six weeks of vacation with vacation pay of twelve percent of the total wages paid to such employee during the previous calendar year.

**14.02.70** An employee with twenty-five or more vacation service years calculated to January 1 shall receive seven weeks of vacation with vacation pay of fourteen per cent of the total wages paid to such employee during the previous calendar year.

## **14.03**

### **Vacation Bonus**

In calculating vacation pay for employees entitled to a regular vacation in accordance with Article 14.02 a vacation bonus equivalent to twenty percent of the regular vacation pay shall be paid in addition to the regular vacation pay except as provided in Article 14.07. Vacation bonus shall be paid by separate cheque on a common date selected by the Company prior to May 15 each year.

## **14.04**

### **Calculation of Earnings**

**14.04.10** Subject to Articles 14.04.20 and 14.04.30, for the purposes of this article an employee's total wages for a calendar year means the amount reported by the Company to the Income Tax Branch of the Department of National Revenue as the earnings of such employee for such year less any amount paid to him as a vacation bonus in accordance with Article 14.03. Total wages shall not include any taxable allowances considered as earnings for taxation purposes.

**14.04.20** If during a calendar year an employee with one or more vacation service years who has worked at least 150 hours but less than 2080 hours during the year is absent from work for a period due to illness, accident or disability of a non-occupational nature for which benefits are payable (or would be payable if the employee were eligible) under the Extended Health Benefit Plan currently in effect, that employee's total wages for such calendar year shall, for the purpose of this Article, be deemed to include the estimated amount he would have earned during such period (projected from his actual earnings for the time worked during the calendar year) up to the following maximums.

- 1) If the employee has 1 or more vacation service years, but less than 3 vacation service years, up to 175 hours of such period.

- 2) If the employee has 3 or more vacation service years, but less than 5 vacation service years, up to 350 hours of such period.
- 3) If the employee has 5 or more vacation service years, but less than 25 vacation service years, up to 520 hours of such period.
- 4) If the employee has 25 or more vacation service years, up to 1040 hours of such period.

**14.04.30** If during a calendar year an employee with 1 or more vacation service years who has worked at least 40 hours but less than 2080 hours during the year is absent from work for a period due to occupational injury or disease incurred in the course of his employment with the Company and for which he is paid Temporary Total Workplace Safety and Insurance Board Benefits, that employee's total wages for such calendar year shall, for the purpose of this Article, be deemed to include the estimated amount he would have earned during such period (projected from his actual earnings for the time worked during the calendar year) up to a maximum of 1040 hours of such period.

## **14.05**

### **Scheduling Vacations**

**14.05.10** On or after December 1st of each year employees will be called upon to indicate preference for vacation time for the following year in the department in which they are established or to which they have moved having been accepted on a job posting. Employees who do not indicate preference in vacation time when called upon to do so shall be scheduled by the Company after all other employees have indicated their preference. The operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with bargaining unit seniority where vacation periods requested conflict. The vacation schedules for the department shall be posted on or before February 1st of each year, but shall be subject to changes made necessary by operational problems or personal requests.

**14.05.20** All employees shall be entitled to schedule two weeks of their vacation entitlement, as outlined in Article 14.02, in the prime time period which shall include the period beginning the second week beginning in May through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas Day falls.

**14.05.21** When called upon to schedule their vacation employees shall either:

- 1) schedule all weeks of vacation to which they are entitled, with not more than two weeks in the period beginning the second week beginning in May through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas Day falls; or
- 2) schedule only two weeks on the first opportunity and schedule the remainder after all other employees have had the opportunity to schedule, provided that not more than four weeks in total are scheduled in the period beginning the second week beginning in May through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas Day falls; or
- 3) schedule only two weeks on the first opportunity, two more weeks on the second opportunity, and schedule the remainder after all other employees have had the opportunity to schedule.

**14.05.22** Vacation weeks which become vacant after all employees have scheduled their vacation will be posted for five days. For the purposes of this Article a week of vacation is considered to be vacated when the employee becomes established in another department in accordance with Article 7.09 or when the employee permanently promotes or transfers to an occupation not in the bargaining unit or when the employment of an employee who had vacation scheduled in such week is terminated under the provisions of Article

7.03.10. The successful applicant for each vacant week posted will be selected according to the following rules.

- 1) A vacated week in non prime time periods will go to the most senior applicant applying. An employee will not, however, be allowed to give up a prime time week for a non prime time week.
- 2) The most senior applicant who has not had the opportunity to schedule as many prime time weeks of vacation as the employee next above him will be entitled to a vacated prime time week, regardless of the original method of scheduling selected under Article 14.05.21.
- 3) A week left vacant as a result of a move under (1) or (2) will not be posted.

**14.05.23** When a plant shut down of one or more complete weeks is declared by the Company, the week or weeks of shutdown will be considered to be vacated vacation weeks for the purposes of Article 14.05.22. Subject to operational requirements, employees will be permitted to reschedule unused vacation, previously scheduled before or after the shut down period, to the week or weeks of the shutdown. Vacation weeks left vacant as a result of being rescheduled to a shut down period will not be posted.

**14.05.24** For the purpose of Articles 14.05.21 and 14.05.22, "the period beginning the second week beginning in May through to the third week beginning in October (inclusive)" shall be defined as follows:

2011 - May 8 through October 22 inclusive

2012 - May 13 through October 27 inclusive

2013 - May 12 through October 26 inclusive

**14.06** The Company and the Union agree on the principle that eligible employees must take vacations.

## **14.07**

### **Pay in Lieu of Vacation**

**14.07.10** An employee whose employment is terminated in accordance with Article 7.03.10, shall, as soon as possible after such termination, be paid the amount due to him in lieu of vacation calculated in accordance with this Article 14 to the date of termination. Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall not include vacation bonus.

**14.07.20** An employee being laid off may, at the time of layoff, request that his vacation pay be included on his payoff. Where such a request is made he will be entitled to receive his outstanding vacation pay based on his previous vacation year's earnings on his next cheque.

## **ARTICLE 15**

### **15.01**

#### **Wages**

**For Clerical, also refer to Addendum A**

**15.01.10** The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated August 1, 1984, (hereinafter referred to as "The C.W.S. Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.

**15.02** Each job shall be described and classified and a rate of pay applied to each job in accordance with the provisions of this Agreement.

### **15.03**

#### **Standard Hourly Wage Scale**

**15.03.10** Effective August 1, 2010 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes

Appendix "A" of this Agreement and were formerly paid "A" bonus and will remain in effect until August 1, 2011.

**HOURLY WAGE SCALE (H23)**  
**(formerly H22 ~ A-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	24.61	19	31.90
2	24.87	20	32.29
3	25.14	21	32.68
4	26.00	22	33.08
5	26.39	23	33.47
6	26.77	24	33.87
7	27.16	25	34.28
8	27.57	26	34.66
9	27.95	27	35.04
10	28.35	28	35.46
11	28.75	29	35.84
12	29.15	30	36.23
13	29.54	31	36.63
14	29.92	32	37.03
15	30.32	33	37.42
16	30.72	34	37.81
17	31.11	35	38.21
18	31.51	36	38.60

Effective August 1, 2010 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes Appendix "A" of this Agreement and were formerly paid "B" bonus and will remain in effect until August 1, 2011.

**HOURLY WAGE SCALE (H24)**  
**(formerly H22 ~ B-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	24.61	19	30.84

2	24.87	20	31.18
3	25.14	21	31.52
4	25.70	22	31.87
5	26.04	23	32.21
6	26.38	24	32.55
7	26.72	25	32.90
8	27.06	26	33.24
9	27.39	27	33.57
10	27.75	28	33.94
11	28.09	29	34.28
12	28.43	30	34.61
13	28.79	31	34.96
14	29.12	32	35.29
15	29.46	33	35.63
16	29.82	34	35.99
17	30.15	35	36.32
18	30.49	36	36.66

Effective August 1, 2011 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes Appendix "A" of this Agreement and were formerly paid "A" bonus and will remain in effect until August 1, 2012.

**HOURLY WAGE SCALE (H23)**  
**(formerly H22 ~ A-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	24.86	19	32.22
2	25.12	20	32.61
3	25.39	21	33.01
4	26.26	22	33.41
5	26.65	23	33.81
6	27.04	24	34.21
7	27.43	25	34.62
8	27.85	26	35.01

9	28.23	27	35.39
10	28.63	28	35.82
11	29.04	29	36.20
12	29.44	30	36.59
13	29.84	31	37.00
14	30.22	32	37.40
15	30.62	33	37.79
16	31.03	34	38.19
17	31.42	35	38.59
18	31.83	36	38.99

Effective August 1, 2011 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes Appendix "A" of this Agreement and were formerly paid "B" bonus and will remain in effect until August 1, 2012.

**HOURLY WAGE SCALE (H24)**  
**(formerly H22 ~ B-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	24.86	19	31.15
2	25.12	20	31.49
3	25.39	21	31.84
4	25.96	22	32.19
5	26.30	23	32.53
6	26.64	24	32.88
7	26.99	25	33.23
8	27.33	26	33.57
9	27.66	27	33.91
10	28.03	28	34.28
11	28.37	29	34.62
12	28.71	30	34.96
13	29.08	31	35.31
14	29.41	32	35.64
15	29.76	33	35.99

16	30.12	34	36.35
17	30.45	35	36.68
18	30.80	36	37.03

Effective August 1, 2012 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes Appendix "A" of this Agreement and were formerly paid "A" bonus and will remain in effect until July 31, 2013.

**HOURLY WAGE SCALE (H23)**  
**(formerly H22 ~ A-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	25.48	19	33.03
2	25.75	20	33.43
3	26.03	21	33.84
4	26.92	22	34.25
5	27.32	23	34.66
6	27.72	24	35.07
7	28.12	25	35.49
8	28.55	26	35.89
9	28.94	27	36.28
10	29.35	28	36.72
11	29.77	29	37.11
12	30.18	30	37.51
13	30.59	31	37.93
14	30.98	32	38.34
15	31.39	33	38.74
16	31.81	34	39.15
17	32.21	35	39.56
18	32.63	36	39.97

Effective August 1, 2012 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes

Appendix "A" of this Agreement and were formerly paid "B" bonus and will remain in effect until July 31, 2013.

**HOURLY WAGE SCALE (H24)**  
**(formerly H22 ~ B-bonus)**

<b>Job Class</b>	<b>Rate per Hour</b>	<b>Job Class</b>	<b>Rate per Hour</b>
1	25.48	19	31.93
2	25.75	20	32.28
3	26.03	21	32.64
4	26.61	22	33.00
5	26.96	23	33.34
6	27.31	24	33.70
7	27.67	25	34.06
8	28.01	26	34.41
9	28.35	27	34.76
10	28.73	28	35.14
11	29.08	29	35.49
12	29.43	30	35.83
13	29.81	31	36.19
14	30.15	32	36.53
15	30.50	33	36.89
16	30.87	34	37.26
17	31.21	35	37.60
18	31.57	36	37.96

**15.03.20** Effective on the dates specified in Article 15.03.10, all employees shall have their rates of pay adjusted as follows:

- a) If the employee is not receiving an out-of-line differential prior to the dates specified in Article 15.03.10, the rate of pay of such employee shall be adjusted to conform to the standard hourly rates for that employee's job, as provided in Article 15.03.10.
- b) If the employee is receiving an out-of-line differential prior to the dates specified in Article 15.03.10, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased as

provided in Article 15.03.10, and the following shall govern.

- 1) If the employee's new rate resulting from such increases is greater than the standard hourly rate for the job as provided in Article 15.03.10, the amount by which such employee's new rate is greater than the rates provided in Article 15.03.10, shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
- 2) If the employee's new rate resulting from such increases is equal to or less than the standard hourly rate for the job, as provided in Article 15.03.10, the rate of pay of such employee shall be adjusted to conform to the standard hourly rates for the job as provided in Article 15.03.10, and the former out-of-line differential shall be terminated.

**15.03.30** As of each date the new standard hourly wage scale becomes effective the standard hourly wage scale rate for each job class therein shall become the standard hourly wage rate for all jobs classified within such job class, and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this Agreement.

**15.03.40** Each standard hourly wage rate established under Article 15.03.10 shall be:

- a) the established rate of pay for all straight-time hours of work;
- b) the established minimum rate of pay for purposes of the minimum guarantee under any incentive plan for any job;
- c) the established hourly base rate of pay and minimum guarantee for any new or revised incentive applied to the job.

## **15.04**

### **Cost of Living**

**15.04.10** Following the release of the Consumer Price Index for July 2010 by Statistics Canada based on the 1981 equals 100 index, the Company shall compare such index with the Consumer Price Index for April 2010.

**15.04.20** Effective with the first pay period following the release of the Consumer Price Index for July 2010, and on a similar basis quarterly thereafter, a cost of living allowance will be paid on the basis of one cent for each .125 increase for the comparison periods listed below:

<b>FOLLOWING THE RELEASE OF THE INDEX FOR</b>	<b>BASED ON THE COMPARISON OF</b>
July 2010	July 2010 with Apr. 2010
Oct. 2010	Oct. 2010 with July 2010
Jan. 2011	Jan. 2011 with Oct. 2010
Apr. 2011	Apr. 2011 with Jan. 2011
July 2011	July 2011 with Apr. 2011
Oct. 2011	Oct. 2011 with July 2011
Jan. 2012	Jan. 2012 with Oct. 2011
Apr. 2012	Apr. 2012 with Jan. 2012
July 2012	July 2012 with Apr. 2012
Oct. 2012	Oct. 2012 with July 2012
Jan. 2013	Jan. 2013 with Oct. 2012
Apr. 2013	Apr. 2013 with Jan. 2013

**15.04.30** Such allowance will be paid for straight time hours worked only, and will not be paid for overtime hours, premium hours or used as a basis for calculation of overtime or incentive payment.

**15.04.40** Should the Consumer Price Index in its present form based on the formula 1981 equals 100 become unavailable, the parties shall attempt to adjust this Article or, if agreement is not reached, request Statistics Canada to

provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date and thereafter.

**15.04.50** The cost of living allowance referred to in Article 15.04.20 will be reduced on the same basis as the increases provided for herein if the Consumer Price Indices on the review date specified herein are below the indices used for comparison purposes.

**15.04.60** Effective August 1, 2011, the total amount of the cost of living allowance in effect at July 31, 2011 will be added to the Standard Hourly Rates.

**15.04.70** Effective August 1, 2012, the total amount of the cost of living allowance in effect at July 31, 2012 will be added to the Standard Hourly Rates.

**15.04.71** Effective July 31, 2013, the total amount of the cost of living allowance in effect at July 31, 2013 will be added to the Standard Hourly Rates.

### **Premiums**

**15.05.10** The Company shall pay employees, except those working on the day shift, a shift premium on the following basis.

- 1) For scheduled hours worked by employees on the afternoon shift (3 p.m. to 11 p.m. or 4 p.m. to 12 midnight) a shift premium of 25 cents per hour.
- 2) For scheduled hours worked by employees on the night shift (11 p.m. to 7 a.m. or 12 midnight to 8 a.m.) or on any scheduled shift beginning at or after 4:30 p.m., a shift premium of 35 cents per hour.

**15.05.20** The Company shall pay employees a Sunday premium of 45 cents per hour for all hours worked during the twenty-four hour period beginning 12:01 a.m. Sunday or the shift starting time closest thereto.

**15.06** Shift premiums and Sunday premiums shall not form a part of the hourly rate for the purpose of calculating overtime or incentive pay, nor shall they provide a basis for changing or rearranging schedules.

### **Production and Maintenance Jobs**

**15.07** Except as otherwise provided herein, the established rate of pay for each production or maintenance job, other than a trade or craft, apprentice job or learner job, shall apply to any employee during such time as the employee is required to perform such job.

### **Trade or Craft Jobs**

**15.08** Except as otherwise provided herein, the established rate of pay for a trade or craft or apprentice job shall apply to an employee during such time as the employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

### **15.09**

#### **Learner Rates**

**15.09.10** A schedule of Learner rates, for the respective training periods of 520 hours of actual learning experience with the Company on jobs requiring a Learner schedule as set forth in Appendix "C" is established at the level of the standard hourly wage scale rates for the respective job classes determined on the basis of the required employment training and experience time specified in factor 2 of the job classification record of the respective job for which the Learner period is preparatory as follows:

- 1) Seven to twelve months:
  - a) one Learner period classification at a level two job classes below the job class of the job.
- 2) Thirteen to eighteen months:

- a) a first Learner period classification at a level four job classes below the job class of the job; and
  - b) a second Learner period classification at a level two job classes below the job class of the job.
- 3) Nineteen months and above:
- a) it is the intention of the parties that employees acceding to jobs in this category shall have spent a minimum of one year as a helper to the job or on other related jobs. Any employee with less than one year's required experience shall have his Learner period extended by remaining in the third Learner period classification for an additional period equal to the time he lacks; and
  - b) a first Learner period classification at a level six job classes below the job class of the job; and
  - c) a second Learner period classification at a level four job classes below the job class of the job; and
  - d) a third Learner period classification at a level two job classes below the job class of the job.

**15.09.20** Employee's time spent on a job requiring a Learner schedule shall be cumulative. Periods of less than 8 hours shall not be counted toward completion of a Learner schedule. Periods of less than 8 hours shall be paid for at the standard hourly rate of the job.

**15.09.30** Any employee who has qualified for a job through a Learner schedule shall not be required to repeat the Learner schedule.

**15.09.40** The appropriate Learner rate level to which to assign any employee acceding to a job requiring a Learner schedule shall be determined by crediting the employee with:

- 1) learner time previously accumulated on that job; and
- 2) an assessment of the time worked for the Company on the job under consideration and any job which provided

related training opportunity for the job under consideration.

**15.09.50** The established Learner rate of pay for each Learner period classification shall apply to an employee in accordance with the Learner training periods as defined in Article 15.09.10. However, an employee whose rate of pay prior to the assignment to a job having a Learner schedule is higher than the minimum rate of the Learner job to which he has acceded shall maintain his rate but not higher than the standard hourly rate of the job being learned, until such time as the rate for the applicable Learner period classification is equal to or exceeds his present rate.

**15.09.60** The list of Learner jobs which is Appendix "C" of this Agreement may be added to or deleted from by mutual agreement of the Company and the Union.

## **15.10**

### **Out-of-Line Differentials**

**15.10.10** As of the date of this Agreement and annually thereafter, the Company shall furnish to the Union a list of present employees who are to be paid out-of-line differentials and such list shall contain the following.

- 1) Name of employee to whom such out-of-line differential is being paid.
- 2) Job title of job on which out-of-line differential is being paid.
- 3) Job classification of such job.
- 4) Standard hourly wage scale rate of such job.
- 5) Amount of out-of-line differential.
- 6) Date such out-of-line differential became effective.

**15.10.20** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article 15.10.10 shall continue to be paid such out-of-line differential during such

time as the employee continues to occupy the job for which the differential was established.

**15.10.30** If an employee with an out-of-line differential accedes to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

**15.10.40** If an employee with an out-of-line differential is assigned to another job and under the terms of this Agreement a lower standard hourly rate is applicable, then the out-of-line differential shall be terminated.

**15.10.50** If such employee referred to in Articles 15.10.30 and 15.10.40 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Article 15.10.70 or 15.10.80.

**15.10.60** If an employee with an out-of-line differential is transferred to a job of equal or lower job class at the request of management, then the higher of the two rates shall apply namely the rate of the employee's regular job including any out-of-line differential that may exist.

**15.10.70** In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

**15.10.80** Notwithstanding the provisions of Article 15.03.20 when the agreed upon classification for a newly created job requires a rate which is lower than the estimated rate assigned to the job by the Company when the job is first established the resulting out-of-line differential shall be reduced or eliminated by increases in the increment between job classes and one half of the amount of increases to the base rate.

**15.10.81** All out-of-line differentials resulting from the application of 6.02 J of the C.W.S. Manual shall be subject to

the provisions of Article 15.03.20 of this Agreement except the following out-of-line differentials which shall be subject to the provisions of Article 15.10.80 of this Agreement.

- 1) The out-of-line differential which results from an original estimation of the job class for a new job and its finalization under the C.W.S. Manual.
- 2) That part of any out-of-line differential which results from the first re-estimation of an original estimation of a job class for a new job before its finalization under the C.W.S. Manual should such finalization produce a job class lower than the job class produced by the first re-estimation.

**15.10.90** Excepting the application of the out-of-line differential as called for herein, the terms of this Agreement governing transfers shall apply.

### **Pay Days**

**15.11** Normally employees shall be paid every second Wednesday.

### **15.12**

#### **Temporary Moves**

**15.12.10** An employee moving temporarily to a higher paid job after the beginning of a shift and working on such job for the remainder of such shift shall be paid the higher rate from the time he moved to such job until the end of such shift.

**15.12.20** An employee moving temporarily to a higher paid job and reverting to his regular job before the end of the shift will be paid for such shift on the following basis.

- 1) If he works on the higher rated job for less than one hour he will not be considered to have moved up and will be paid his regular rate for the entire shift.
- 2) If he works on the higher rated job for more than one hour he will be paid at the higher rate for four hours or for the

number of hours worked on the higher rated job, whichever is greater.

- 3) If he moves to a higher rated job at the request of the Company on two or more occasions on the same shift for purposes other than personal relief of an employee on the higher rated job he shall be considered as having moved up for more than one hour in accordance with Item (2) above.

**15.12.30** An employee moving temporarily to a lower rated job at the request of the Company after the beginning of a shift shall be paid for hours worked on such shift at his regular rate.

**15.12.40** If an employee reports for work when scheduled and work on his line of sequence is not available for him for at least 4 hours during that shift he shall be paid the rate of his regular job for 4 hours.

### **Jury Pay**

**15.13** An employee who is called for jury duty, or subpoenaed to appear as a witness in a court of law, will be paid for each day of jury or witness duty the difference between his standard hourly rate for his regular shift and the payment he receives for jury or witness duty. The employee will present proof of service and the amount of pay received.

### **Funeral Pay**

**15.14.10** An employee shall be permitted time off from work for the purpose of arranging and attending the funeral of a member of his immediate family, up to a maximum of three days. Where any of such days fall on a scheduled working day for the employee, he shall be paid a funeral pay allowance for each day equivalent to 8 times the average hourly rate earned by him in the preceding pay period. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother/grandfather of spouse, grandchild,

common-law spouse as defined in Article 1.01 of the Extended Health Benefit Agreement and the parents of such common-law spouse.

### **Bereavement Pay**

**15.14.20** An employee, not entitled to funeral pay under Article 15.14.10, shall be permitted, upon request, one day off work with pay in the event of the death of a member of his immediate family as defined in Article 15.14.10. He shall be paid a bereavement pay allowance for such day of 8 times the average hourly rate earned by him in the preceding pay period. Such time off will be given on the day of the death or on the first or second day immediately following.

### **Severance Pay**

**15.14.30** An employee with 5 or more years of service who has been laid off for 35 weeks in any period of 52 consecutive weeks, or who has been advised in writing by the Company's Human Resources Department that his return to work is unlikely, may elect to receive severance pay as outlined below provided he abandons his recall rights under the Collective Agreement and terminates his employment with the Company.

The Company shall add to the amount payable in accordance with the applicable legislation sufficient monies to ensure that such employee receives, in total, the equivalent of two normal non-overtime weeks for each year of service to a maximum of fifty-two (52) weeks.

### **Payment for Tickets**

**15.14.40** Where an employee is required by the Company to maintain or renew a ticket or licence to establish a particular level of competency, and there is a cost to do so, the Company will reimburse each such individual so required the amount of the renewal fee upon presentation of appropriate proof of payment to his department superintendent. Such reimbursement will not include any portion of such renewal certification cost not arising from the employee's employment

with the Company, such as the normal driver's licence renewal fee.

### **Correction of Errors**

**15.15** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications, or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

### **Inequity Grievances**

**15.16** Except as otherwise provided herein, no basis shall exist for an employee covered by this Agreement, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

## **ARTICLE 16**

### **STRIKES AND LOCKOUTS**

**16.01** There shall be no lockout by the Company and no interruption of work, work stoppage, strike, sit-down, slow-down or any other interference with production by an employee or employees during the term of this Agreement.

**16.02** In the event of a strike or work stoppage and unless the Union by its recognized officers renounces said unauthorized strike or work stoppage, either general or partial, within twenty-four hours after the commencement of such strike or work stoppage, and declares any picket line set up in connection therewith to be unauthorized and not binding on the Union, the deduction of Union dues under this Agreement may be suspended by the Company for a period of not less than one or more than six months. Such suspension shall be for such period as the Company deems reasonable having regard to all the circumstances and the exercise of its discretion may be reviewed by the Arbitrator set up as provided in Article 13.06.

## **ARTICLE 17**

### **PENSION, EXTENDED HEALTH BENEFIT AND S.U.B. AGREEMENTS**

**17.01.10** The Company agrees to provide a defined benefit pension plan. The terms and conditions of the Pension plan are set out in the Pension Agreement (which is the legal Plan text as filed with the pension authority under the name “Algoma Steel Inc. Hourly Employees Pension Plan” established effective September 17, 2001). The Pension Agreement is incorporated into, and forms part of this Collective Agreement.

**17.01.10.10** The Company agrees to provide a defined contribution pension plan effective January 1, 2011 for all new hires and those existing employees wishing to switch for future service purposes. The terms and conditions of the Pension plan are set out in the Pension Agreement (which is the legal Plan text as filed with the pension authority under the name “Essar Steel Algoma Inc. Hourly Employees Defined Contribution Pension Plan” established effective January 1, 2011). The Pension Agreement is incorporated into, and forms part of this Collective Agreement.

**17.01.20** The Extended Health Benefit and S.U.B. Agreements between the Company and the Union are supplemental to this Agreement, but nothing contained herein shall affect the termination dates or any other provisions of such agreements.

## **ARTICLE 18**

### **LETTERS OF AGREEMENT**

**18.01** The current Letters of Agreement are supplemental to this Agreement, but nothing contained herein shall affect the termination dates or any other provision of such Letters of Agreement.

## **ARTICLE 19**

### **U.S.W. HUMANITY FUND**

The Company agrees to make a payroll deduction of \$0.01 per hour worked from each Local 2251 employee. The total amount deducted from all such employees will be remitted to the Steelworkers' Humanity Fund at the address provided by the Union at the same time as the Company remits regular Union dues.

The total amount deducted from each employee will be recorded as a charitable donation and included as such on each employee's T4 slip.

The Company agrees to match the employee contributions of \$0.01 per hour worked by each Local 2251 employee.

## **ARTICLE 20**

### **DURATION OF AGREEMENT**

**20.01** This Agreement shall be effective from August 1, 2010 to July 31, 2013 and thereafter from year to year unless either party gives written notice of termination at the end of a contract year (commencing with the year ending July 31, 2013) not more than ninety (90) days nor less than sixty (60) days prior to July 31 of such year.

## **ARTICLE 21**

### **PROFIT SHARING PLAN**

The Company and the Union agree to continue the existing profit sharing plan for all employees including non-bargaining unit employees. The formula to be used will be based on a percentage of annual income from the Company's Sault Ste. Marie operations adjusted for the effects of Purchase Accounting ("Adjusted Annual Income From Operations") as outlined below:

Adjusted Annual Income From Operations	Profit Sharing Percentage
On first \$50 million	0%
On income over \$50 million to \$100 million	6%
On income over \$100 million to \$150 million	8%
On income in excess of \$150 million	10%

Profit sharing will be made in two instalments. 50% of the projected profit sharing payments will be paid within 30 days of the release of Q3 financials. The remaining profit sharing payment, if any, shall be paid within 90 days of the close of the fiscal year. 100% of the profit sharing pool will be paid out.

Profit sharing and other special payments shall be excluded from the calculation of Vacation Pay.

Profit sharing payments for the first three quarters of each fiscal year shall be based on reported unaudited results. Fourth quarter and final annual calculations shall be based on audited financial statements of each fiscal year. The Company agrees to supply the United Steelworkers with a copy of each reported unaudited quarterly financial statement within 60 days of the end of each quarter as well as a copy of the audited annual financial statement within ninety days of the end of each fiscal year.

“Adjusted Annual Income From Operations” is defined as income from Sault Ste. Marie operations excluding charges for interest and other financial expense, interest income, dividends on preferred shares, income taxes, extraordinary items, one-

time and other special charges, adjusted for the effects of the Purchase Accounting adjustments required under generally accepted accounting principles as a result of the acquisition of the Company in June 2007. The Purchase Accounting adjustments affect the future amount of cost of sales, amortization expense, pension expense and post-employment benefit expense. It is intended that Adjusted Annual Income From Operations will remove the impact of these Purchase Accounting adjustments so that the amount of profit sharing is not affected by the accounting for the acquisition.

It is understood that, for the purposes of determining Annual Adjusted Income from Operations, all transactions and other dealings with related companies, shall be accounted for at arm's length.

If the Union so requests, the Company shall pay for an independent auditor to verify the calculation of Adjusted Annual Income from Operations.

Accounting principles used to calculate Adjusted Annual Income from Operations will be consistent. Accounting principles will be the same as those used in 2006 Audited Statements and generally accepted accounting principles. If accounting principles change such that there is a material effect on profit sharing, the Company is to inform the Union and there is agreement to amend the formula of the profit sharing plan or the determination of Adjusted Annual Income From Operations to offset the changes in accounting principles.

Profit sharing payments will be paid on the basis of hours. The total amount of the Profit Sharing Pool will be divided by total hours to establish the hourly profit share. Individual profit sharing payments will be equal to the hourly profit share multiplied by individual's hours.

Hours shall be defined as:

- straight time hours worked,
- overtime hours worked,
- out of bank hours,
- vacations and statutory holidays,
- jury duty, witness and bereavement leave,
- leave for union business,
- Union Executive,
- members in receipt of sickness and accident benefits or salary continuance and Workers' Compensation to a maximum of one year,
- maternity and paternity leaves,
- military and compassionate leaves.

Any exclusions and inclusions in a signed letter, entitled "Profit Sharing Rules", agreed to by Locals 2251 and 2724, on March 9, 2006 will be incorporated into the Profit Sharing Rules of this collective agreement (Grievance Withdrawn). Except for the following change:

Eligible hours are capped at 2,000 for all schedules for the year to be eligible for a full share.

## **ARTICLE 22**

### **MAINTENANCE OF EARNINGS**

- i) In the event of job elimination employees will be:
  - a) laid off with Income Security, or
  - b) working and/or training on new occupations with 100% earnings protection based on the following for five (5) years.
  - c) paid the rate of the new job if greater than (b) above.
- ii) Calculate the average
  - a) straight time earnings excluding COLA, less any current M.O.E., of employees for the past 12 months

or other agreed to period and established a M.O.E. HOURLY WAGE RATE at 100% of those average earnings.

- iii) Employees will be paid M.O.E.:
  - a) HOURLY WAGE RATE excluding COLA for straight time hours worked only or rate of job he is working on, whichever is higher.
  - b) COLA payments will continue as per Article 15 of the collective agreement. The above M.O.E. rates are not changed during the 5 year protection period.
- iv) M.O.E. is eliminated:
  - a) the date an employee signs a seniority or promotion waiver; or
  - b) after 5 years;whichever occurs first.
- v) An employee on M.O.E. who subsequently qualifies for additional M.O.E. will have a new M.O.E. rate established and the two M.O.E.'s will run concurrently. The employee will be paid the higher of the two rates until the first M.O.E. is eliminated under item (iii) (b). At that time the remaining M.O.E. rate will apply for the balance of its 5 year protection.
- vi) The company and union will meet to discuss closures or reduced operations due to new facilities or elimination of jobs including technological change and agree to modify seniority provisions, as required.

**APPENDIX "C"**  
**JOBS REQUIRING LEARNER PERIODS**

<u>Plant Code</u>	<u>Job Title</u>		<u>Department</u>
168	Heat Treater	Mach. Shop	Shops
169	Mach. Operator (Radial Drill)	Mach. Shop	Shops
170	Mach. Operator (Gear Cutter)	Mach. Shop	Shops
258	Roll Grinder		Roll
261	Repairman (Car)		Transportation
1541	Machine Operator		Quality Control
1585	Observer		Quality Control

## **ADDENDUM A - CLERICAL**

**All references to Articles in this Addendum refer to Articles contained in this Addendum unless indicated otherwise.**

### **ARTICLE 5**

#### **HOURS OF WORK**

**5.01** The normal starting times will be 7:00 a.m. to 8:30 a.m. The normal days of work will be Monday through Friday.

**5.02.10** Notwithstanding the provisions of Article 5.01, employees may, when necessitated by operations, be scheduled to work hours or days other than those outlined in Article 5.01.

- a) The hours of work shall be 8 consecutive hours per day with a 30 minute paid lunch period and the work week shall be five days per week.
- b) The normal shift starting times shall be 7:00 a.m., 7:30 a.m., 8:00 a.m., 3:00 p.m., 4:00 p.m., 11:00 p.m. and midnight. In cases where starting times other than as specified above are scheduled the steward will be advised of the reasons. Should the Union contend that such reasons are unjustified, they may file a general nature grievance.
- c) Employees working on a shift work schedule shall rotate shifts weekly where practical.

**5.02.20** Employees shall have a 30 minute lunch period commencing not later than 5 hours after their shift starting time.

**5.03.10** Employees shall be scheduled for the week in accordance with their seniority as provided in this Agreement for the work which is available. Schedules for a work week shall be posted not later than Thursday at noon of the preceding week and shall indicate for a period of at least one

work week the hours of work, the work days, and the days off for each employee, but no employee shall be assured of any hour or day of work for which he is scheduled when work for such period is not available.

**5.03.11** If during a work week, a change in the current schedule is necessary, the Company shall reschedule employees unless it is impractical to do so or it is known that the employee or employees concerned will not be off work for a period extending beyond the end of the current work week. Supervision will advise the department steward of any scheduling changes.

**5.03.12** In the case of employees assigned under Article 7.05.80(a) the following shall apply.

- a) An employee replacing a shift worker shall assume the schedule and days off of the employee being replaced. When it is known that such vacancy will last three weeks or more, the incumbents working on the same job may, where practical, exercise a preference for days off for such vacancy.
- b) An employee who replaces another on a job, which is not at any time part of a two or three shift operation, shall take the days off which are available after all employees on such occupation have exercised their preference.

**5.03.20** If a schedule changes an employee's hours of work, regular days off or normal pattern or shift rotation and is posted after the employee has worked his last scheduled shift of the week, the Company shall notify the employee of the schedule change in accordance with Article 12.02 of the Main Agreement on the day such schedule is posted.

In the event of a change to the work schedule within the work week, the supervisor shall notify the employee of such change in accordance with Article 12.02 of the Main Agreement.

**5.03.30** The work day shall be a period of 24 hours beginning at 12:01 a.m. or the shift starting time closest thereto. The work week for the purpose of calculating overtime shall be a period of seven work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

**5.03.40** Employees on the same job may exercise their preference for days off and for a day work schedule on the basis of their Unit List Seniority or Corporate Seniority whichever is applicable. Wherever possible, an employee's two days off shall be consecutive. Employees may indicate their preference prior to December 1. Such election shall become effective on the first full week of the succeeding month. When a change in the incumbents occurs, employees will be allowed to exercise a new preference on April 1 and August 1 in the same manner. Such election shall be effective in the first full week of the succeeding month.

**5.03.50** Employees shall, at their earliest opportunity, notify their supervisors if they are unable to report for work or will be late for work.

**5.03.60** If an employee reports for work on a scheduled shift and as a result of a lack of work or adverse working conditions is sent home before working four hours, he shall be entitled to receive a minimum guarantee of four hours pay at the regular hourly rate for the job for which he was scheduled unless:

- 1) he was previously notified in accordance with Article 12.02 of the Main Agreement that he would not be required, or
- 2) the lack of work results from an incident which occurred not more than one hour before the employee was scheduled to begin work, or
- 3) he refuses to perform reasonable similar work when requested to do so.

## **OVERTIME**

**5.04** Employees shall not be required to take time off because of overtime.

**5.05** It is recognized by the Company and the Union that there are times when overtime will be necessary, and the parties agree to cooperate in such cases.

### **5.05.10**

- a) Reasonable notice shall be given employees required to work overtime and whenever possible the employee shall be notified four hours before the normal conclusion of his shift.
- b) When overtime work is required, the Company shall endeavour to meet the wishes of an employee who does not wish to work the overtime.

**5.06.10** Overtime rates of one and one half times their regular rates shall be paid to employees for authorized work performed on the following basis.

For employees who are normally paid 8 hours per day:

- 1) in excess of 8 continuous hours; or
- 2) in excess of 8 hours in a 16 hour period; or
- 3) in excess of 40 hours in a week; or
- 4) on his days off as designated on his most recent schedule posted under Article 5.03.10 or 5.03.11.

However, overtime rates shall not be paid more than once for the same hours worked.

**5.06.11** If an employee is not scheduled to work on a statutory holiday on which he would normally be scheduled to work, that employee shall, for the purposes of Article 5.06.10 be deemed to have worked on such day if the employee has worked on that day in three of the last four weeks.

### **5.07.31**

- a) Whenever practical, overtime work which is less than a scheduled shift shall be first offered to those employees who are doing that work during the shift.
- b) If overtime shifts are required such shifts shall, as far as practical, be distributed equitably among the employees who perform the work.

## **5.09**

### **CALL OUT PAY**

#### **5.09.10**

- a) An employee called out to work for other than the hours shown on his most recent schedule will be paid time and one-half for all such unscheduled hours worked. An employee who works less than 2 hours and 40 minutes during such call out and leaves the plant will be paid a minimum of 4 hours pay.

However, in the case of a call out not more than two hours before the commencement of their regular shift this clause shall not apply but overtime rates shall be paid for the time worked prior to the commencement of the regular shift.

- b) Except as provided in (a), when an employee, who regularly works days, is called out and works more than 2 hours before the commencement of his scheduled shift, he shall be paid time and one-half for all hours worked.

**5.09.20** An employee called out to work a regularly scheduled shift too late to report at the start of such shift, shall be paid for the full shift provided that he is called during the first two hours of such shift and reports for work within a reasonable time of being called out. Any entitlement to overtime as a result of such callout will be paid only for hours worked as provided in Article 5.06.10 or 5.09.10

## **5.10**

- a) Whenever practical, overtime work which is less than a scheduled shift shall be first offered to those employees who were doing that work during the shift.
- b) If overtime shifts are required such shifts shall, as far as practical, be distributed equitably among the employees who normally perform the work.
- c) In determining equitable distribution of overtime the following shall apply:
  - 1) in those cases where an employee is unable to work overtime hours or an overtime shift which is offered to him, the hours or shift refused will be recorded as hours worked,
  - 2) regular hours worked on a statutory holiday will not be considered as overtime hours, and
  - 3) all hours paid at overtime rates shall be recorded for each employee for the purpose of equitable distribution. These hours shall be ongoing from year to year.

The Company shall provide the Union with a list every three months showing the actual hours worked by each employee.

## **ARTICLE 7**

### **SENIORITY**

**7.01.10** The parties recognize that promotional opportunity and job security in the event of promotions, decrease of forces and recalls after layoffs should increase in proportion to length of seniority and that in the administration of this Article the intent will be that full consideration shall be given to unit list or group seniority in such cases, whichever is applicable.

### **7.01.20**

In the event that the Unit List dates of employees are identical, the last date of hire with the Company will determine who is senior.

In the event that the last date of hire of employees is identical, the Company will determine who is senior.

**7.01.30** "Group Seniority" means an employee's last date of transfer into the group in which he is currently employed.

In the event that the Group Seniority dates of employees are identical, Unit List Date or Corporate Seniority Date, whichever is applicable, will determine who is senior.

**7.01.40** Group jobs shall consist of jobs designated as group jobs in Appendix "B" attached.

**7.01.41** Where a new job is created, the Company and the Union will meet and discuss the placing of the job in Appendix "B". In the event no agreement can be reached, the Company may temporarily establish the position of the job subject to the Union's right to refer the matter to arbitration.

**7.01.50** In all cases of promotions, lateral transfer, decrease in force and recall after layoff, the following factors shall be equally considered.

- 1) Seniority.
- 2) Ability to perform the work in a reasonable period of time.

**7.01.60** The Company may promote an employee in preference to another who has applied for the same posted position and who has more seniority but the Union may within twenty-one calendar days of the date of notification request a meeting with the Superintendent – Industrial Relations. Within five calendar days of such request a meeting shall be held with a committee of the Union to consider the facts and

circumstances of the case. The Superintendent – Industrial Relations shall give a decision in writing by the end of the fourth calendar day following the discussion. If the answer by the Superintendent – Industrial Relations is unacceptable the matter may be referred to Step 2 of the Grievance Procedure.

**7.01.70** If the introduction of new or additional equipment will result in the transfer of work from employees within the bargaining unit or in the displacement or addition of employees, the Company and Union shall, prior to the effective date of such change, discuss the assignment of employees so displaced, or the selection and training of employees to fill such new or additional jobs as required for the operation of such new or additional equipment.

**7.01.80** When it is the intention of the Company to add qualifications to a job, they shall have prior discussion with the Union.

Incumbents in their group may promote to such jobs according to seniority and ability to perform the job within a reasonable period of time. Such employees will be counselled regularly as to their performance, and where related training is indicated, it will first be discussed between the Supervisor and employee, subject to appeal to the Union President and Superintendent – Industrial Relations.

## **ESTABLISHMENT**

**7.02.10** An employee shall become established in a group, as of his last date of transfer into the group, after he has worked 80 hours in such group.

**7.02.20** An employee shall cease to be established in a group:

- if his employment is terminated;
- if he transfers or promotes out of the bargaining unit, subject to Article 7.12 of the Main Agreement;
- if he is removed from a job pursuant to Article 7.05.70;

- if he has become established in another group;
- or if he revokes his group seniority either by refusing a reassignment to a job in his group or by notifying the Company in writing that he elects not to return to the group in which he is established.

## **LOSS OF SENIORITY**

### **7.03.10**

**See Article 7.03.10 of the Main Agreement except as follows:**

- A. he has been laid off and does not return to work within one month after written registered mail notice is sent to his last address appearing on the Company records,

## **SENIORITY LISTS**

**7.04.10** On February 1 of each year, the Company shall post lists for each Group, in all the areas which make up the Group, showing the Group Seniority date of all employees in such Group and listed in order of Group Seniority. Two copies of each list will be sent to the Union.

**7.04.20** On February 1 of each year the Company shall provide the Union with six copies of a list showing each employee's name, job title, job class, department, Unit List Seniority date and Corporate Seniority date for each employee who is the incumbent on any bargaining unit job.

## **Temporary Employment List**

### **7.04.21**

- a) The Company will maintain a Temporary Employment List showing the name and bargaining unit date of employees who are not working on permanent jobs due to insufficient seniority and/or qualifications. This list will be provided to the Union upon request.
- b) Notwithstanding Article 7.10, employees on the Temporary Employment List shall not, for a period of

thirty calendar days, have the right to displace other employees on the Temporary Employment List.

Further, the Company shall make every effort to place such employees as soon as possible, however, the Company will not be required to displace a junior employee on the Temporary Employment List if the amount of time remaining on the temporary vacancy is so short as to make the displacement of the junior employee impractical. In the event of any such case the Company will discuss the circumstances with the Union.

- c) Employees shown on the Temporary Employment List shall have the opportunity to apply for posted vacancies in accordance with Articles 7.01.50 and 7.05.20.

Notwithstanding Article 7.05.50, established employees on the Temporary Employment List who are not at work during the period of a job posting will be notified of the posted job vacancy in accordance with Article 12.02 of the Main Agreement prior to the selection of a junior employee. Any applications to be considered as a result of such notification must be submitted to the Personnel Services Office no later than 5:00 p.m. of the next Personnel Services Office work day. Any employee selected under this notification procedure must be available for assignment to the posted vacancy within seven calendar days of being notified of their acceptance.

- d) An employee selected to fill a permanent vacancy will then be considered an incumbent on the job and his name will be removed from the Temporary Employment List.
- e) Employees on the Temporary Employment List will not have the right to displace an established incumbent.

### **Correction Of Errors**

**7.04.30** Errors or omissions in a list posted in accordance with Article 7.04.10 shall be corrected on application of the Union, or the employees concerned, provided:

- 1) such error or omission relates to the period subsequent to the date of the previous list and,
- 2) the error or omission is brought to the attention of the Personnel Services Office within 15 days of the employee's first reasonable opportunity to see the list.

**7.04.40** If no written protest is received by the Union concerning a seniority list posted in accordance with Article 7.04.10 within 15 days of the day it was posted it shall become final, subject to revisions with respect to any employee who has been absent because of sickness, accident, leave of absence, vacation, or layoff within 15 days of the return to work of that employee. The Union shall, within 15 days, notify the Company of any protests received which it considers legitimate.

**7.04.41** If a written protest is received and forwarded to the Company within the time limits set out in Article 7.04.40, the protest shall be resolved by the Company, the Union, and the employees concerned within thirty days. If the list is revised as a result of the protest, the revised list will again be subject to the procedure set out in Article 7.04.40 but only protests relative to the revisions will be processed and the period of posting after which the list becomes final shall be seven days.

**7.04.42** Each Group Seniority list shall be signed by the Chairmen of the Joint Company/Union Seniority Committee within fifteen days of the day it became final. Two copies of each list will be sent to the Union.

**7.04.43** If any protest which is received by the Company, under Article 7.04.41 cannot be resolved, the list shall become final unless the Union within fourteen days of the Company's decision refers the grievance to Step 2 of the Grievance Procedure, and the previous signed list shall remain in effect until the grievance is resolved and the new list signed in accordance with Article 7.04.42.

**7.04.44** Notwithstanding anything contained herein, once a seniority list has been signed in accordance with Article 7.04.42, the only protest which will be considered against the next posted list shall be protests relative to deletions, and additions, occurring since the date of the previous list.

## **JOB VACANCIES**

**7.05.10** "Job vacancies" refers to vacancies on existing job opportunities in the former Local 4509 bargaining unit.

## **POOL JOB VACANCIES**

### **7.05.20**

When a vacancy occurs on a clerical pool job, it will be posted for Former 4509 bargaining unit employees only. The job will be filled by the most senior applicant in Unit List Seniority from the former 4509 Local.

If no one from the former 4509 bargaining unit applies, the clerical pool job will be then filled by the most senior qualified person, by corporate seniority, by assignment (job opportunity) only. The person assigned by corporate seniority will not become established on this clerical pool job.

## **GROUP JOB VACANCIES**

### **7.05.30**

- 1) For the purpose of this Article the seniority referred to is Group Seniority.
- 2) When a vacancy occurs on the lowest job class in a group that is not filled under the provisions of Article 7.07 of the Main Agreement at the same time that employees holding Group Seniority in that Group are not assigned to jobs within the Group, the job vacancy will not again be posted provided an available employee can be assigned to the vacancy in accordance with Article 7.01.50.
- 3) If the vacancy is not filled by employees within the Group, the vacancy shall again be subject to posting, but shall be posted in accordance with the procedure as set out in Article 7.07 of the Main Agreement.

**7.05.40** All applicants shall be notified promptly, in writing and in any event within fifteen calendar days from the closing date of a job posting of acceptance or rejection of their application for job vacancies as defined in Article 7.07 of the Main Agreement and Articles 7.05.20 and 7.05.30.

Successful applicants will be assigned to positions for which they have been accepted as quickly as possible and shall be required to take the hours of work and days off of the employee being succeeded. Such hours of work and days off shall continue until they are changed through the provisions of Article 5.02.10(c) and 5.03.40.

A successful applicant will be considered the incumbent from the closing date of the job posting.

**7.05.41** Notwithstanding Article 7.05.40, the Company will have the right to temporarily fill a vacancy while such vacancy is posted and applications are being considered.

**7.05.42** The successful applicant on a posting will be deemed to be the incumbent on the job posted once he has been accepted. It is intended that the employee will report as assigned, however, if for legitimate reasons the employee is unable to report, or is determined not to be qualified during his trial period, he shall be assigned to another position and be paid at the rate for the job to which his seniority entitles him until such time as an appropriate assignment can be made.

**7.05.50** An employee who is off work due to illness, vacation, or leave of absence pursuant to Article 8.05 of the Main Agreement at the time a job is posted shall have the right to apply for such posted job within three days of his return to work, but not more than thirty calendar days from the date on which the job opening was posted.

**7.05.60** A copy of each job posting, a list of the applicants showing their relative seniority and a copy of the notification

of the acceptance of application to the selected employee shall be forwarded to the Union.

**7.05.70** An employee who applies for and is placed on a job in accordance with Articles 7.07 of the Main Agreement and 7.05.30 shall be given a reasonable trial period to demonstrate his ability to perform the work satisfactorily.

**7.05.80**

- a) In case of temporary vacancies and involving temporary reassignment of employees the Company shall, consistent with the efficiency of the operations, fill such vacancy by assigning thereto the employee whose seniority and ability to perform the work entitle him to the next consideration for promotion to such job. No employee shall gain additional preference to promotion to a job through experience gained while temporarily assigned to the job.
- b) When an employee is trained as a replacement for other bargaining unit jobs, it shall be that employee's obligation to fill any temporary vacancies for which he has been trained.
- c) Notwithstanding Article 7.05.80(a), replacements required for temporary vacancies may be obtained through the job posting procedure.

**7.05.90** Notwithstanding Articles 7.05.20 and 7.05.30, when a vacancy occurs on a job in which there is no incumbent, and it becomes known that an employee is or will be displaced, and that employee is entitled to the same job class as the vacancy, that employee will be assigned to the vacancy as soon as possible without the job being posted.

**LATERAL TRANSFERS**

**7.06.10**

- 1) A lateral transfer is a move from one job to another of equal or lower job class.

- 2) In filling a vacancy on a job within a Group, only one lateral transfer will be permitted in the series of postings required to fill such vacancy. In filling the vacancies on the entry job to the Group as referred to in Article 7.05.30(3) or in the pool, one additional lateral transfer will be permitted.
- 3) In the event a new job in the Group is created and posted in accordance with Article 7.05.30 and 7.07 of the Main Agreement, an employee accepted on such vacancy through the use of a lateral transfer will not be considered to have used either of the lateral transfers provided in Article 7.06.10(3).

**7.06.20** When one or more jobs that previously existed outside the bargaining unit are placed within the bargaining unit and the incumbent employees of the Company enter the bargaining unit with such jobs the incumbent employees shall hold on that job such seniority as they had with Algoma Steel Corporation, Limited, or Essar Steel Algoma Inc. and their seniority on all other jobs in the bargaining unit shall be as of the date they entered the bargaining unit. Their continuous service shall be their total service with the Company.

When a number of employees are to be placed into the bargaining unit with a number of jobs, the seniority of these employees that come into the bargaining unit on the same date with their jobs, relative to each other, and to the jobs they enter with, shall be determined by the Company and the Union prior to the time the employees are placed into the bargaining unit. Their seniority on all other jobs in the bargaining unit shall be as of the date they enter the bargaining unit and their continuous service shall be their total service with the Company.

**7.06.30** For the purposes of lateral transfers the seniority referred to in Article 7.01.50 is:

- 1) Unit List Seniority for employees applying for a Job Class 3 or 4 pool job or the entry job to the Group referred to in Article 7.05.30(3).
- 2) Group Seniority for employees applying for Group jobs.

## **LAYOFF, REDUCTION AND RECALL**

**7.10** The purpose of the following procedure is to displace junior employees to create job vacancies for senior employees displaced from their jobs as a result of a reduction in force.

**7.10.11** In this Article layoff means layoff from the plant.

**7.10.12** Should the necessity for a reduction in permanent jobs in the workforce arise, the Company will give the Union as much advance notice of such reduction as is practical, with a list of employees who will be reassigned, demoted or laid off, and the Company agrees to meet with the Union upon request to discuss the employees to be affected.

**7.10.13** In a reduction in force on clerical pool jobs, former Local 4509 bargaining unit employees will displace according to their former Local 4509 bargaining unit seniority and with the former Local 4509 unit displacement rules.

**7.10.20** In any reduction in force which is known will not last more than one hundred and twenty days, the displaced employees will be assigned as soon as possible and in any event within three calendar days in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time:

- 1) by displacing any employee from the layoff group made up of non established employees shown on the Temporary Employment List, or
- 2) by displacing any employee from the layoff group made up of incumbent employees who are not established, or

- 3) by displacing any employee from the layoff group made up of established employees on the Temporary Employment List, or
- 4) by displacing the employee on the lowest job in the group who has less Unit List seniority, provided the employee has the qualifications required, or
- 5) failing that, by displacing the employee on a pool job class 4, with the least Unit List seniority or Corporate Seniority whichever is applicable, provided the employee has the qualifications required, or
- 6) failing that, by displacing the most junior employee on a pool job provided the employee has the required qualifications.

**7.10.21** An employee assigned in accordance with Article 7.10.20 will be paid the standard hourly rate of the job to which he would have been assigned in accordance with Article 7.10.30 had the reduction in force been for a period in excess of one hundred and twenty days.

**7.10.30** In any reduction in force which is known will last more than one hundred and twenty days, employees will be reassigned in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time:

- 1) within the Group affected by displacing the most junior employee on the job class to which he is entitled by Unit List Seniority or Corporate Seniority whichever is applicable,
- 2) on jobs not in any group in accordance with the employee's Unit List Seniority or Corporate Seniority whichever is applicable provided that the employee regressing to the pool will displace the most junior employee on a job class 4. The employee so displaced, or the employee regressing if he lacks the necessary qualifications, will in turn displace the most junior employee in the pool.

Where the employee displaced is on a job lower than job class 4, he will only be permitted to displace the most junior employee in the pool.

**7.10.31** In any reassignment which may result from the application of Article 7.10.30(1), consideration shall be given to assigning the displaced employee to a job of the same comparable job class, failing that, to a job in a job class as close as possible to the employee's former job class.

It is not intended that an employee will be assigned to a job of a higher job classification than the job from which he was displaced.

**7.10.32** In any recall from a reduction of force or a layoff, employees will be assigned in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time.

- 1) To a job not in any Group on the basis of his Unit List Seniority.
- 2) To a job in his Group in accordance with his Group Seniority provided he has sufficient Unit List Seniority or Corporate Seniority whichever is applicable to retain a job in the pool or would have except for a lack of qualifications. Where there is no employee from the group concerned working on a job in the pool laid off employees from that group will be recalled.

**7.10.33** Notwithstanding Articles 7.05 and 7.10.31, in any recall from a reduction in force which occurs within one year of the last date the incumbent worked on the job, the incumbent shall be reassigned to that job he formerly held, if he so desires provided no senior displaced employee is entitled to assignment to the job class of such job in accordance with Article 7.10.31.

**ARTICLE 7.12 – REVERSION RIGHTS – REFER TO  
MAIN AGREEMENT  
TRANSFERS OUT OF BARGAINING UNIT**

**7.12.10**

- 1) An employee promoted to the rank of foreman or supervisor over employees within the bargaining unit and later removed from such position but still in the employ of the Company shall be reassigned to the job from which he was promoted. On reassignment, his Group and Bargaining Unit Seniority and his continuous service shall be the same as when he was promoted, except for employees promoted prior to May 1, 1992 in whose case his continuous service shall not include his service in the position to which he was promoted.
- 2) An employee within the bargaining unit may be granted a transfer to a job outside the bargaining unit other than as specified in Article 7.12.10(1) for a period of six months without loss of seniority rights in the bargaining unit. Such period may be extended by agreement between the Company and the Union.

For those employees permanently promoted to a position outside of this bargaining unit subsequent to November 30, 1996 Article 7.12.12 of the Main Agreement shall apply.

**ARTICLE 10**

**10.01** A pregnant employee who may be concerned with the possible health effects of working on a video display terminal, may seek a reassignment of duties by discussing her concerns with her supervisor.

**10.02** All employees listed on this Unit List posted February 1 each year in accordance with Article 7.05.10 of the Main Agreement shall have a boot allowance of \$100 established.

- a) The \$100 credit will be paid in May each year to any employee listed who worked at any time in the previous calendar year.
- b) The \$100 will not be included in the employee's earnings for the purpose of calculating vacation earnings.

## **ARTICLE 12 - NOTICE**

**12.04.10** Failing notification under Article 12.02 of the Main Agreement, employees being recalled from layoff will be entitled to notification of recall by registered mail at their last known address in the Company records.

## **ARTICLE 14**

### **VACATION SERVICE YEARS – REFER TO MAIN AGREEMENT**

**14.02.20** An employee on vacation for the whole of the week in which a statutory holiday(s) falls may take the vacation day(s) on which the statutory holiday(s) falls at another time convenient to the employee and his supervisor. The employee must make it known to his supervisor prior to going on vacation that he wishes this arrangement and shall if possible designate when he will take the day(s) off.

### **SCHEDULING VACATIONS**

#### **14.05**

- a) Between December 1st and 31st of each year, the Supervisor will begin calling upon employees in order of their Unit List Seniority and Corporate Seniority whichever is applicable to indicate their preference of vacation time. Employees who do not indicate their preference of vacation time when called upon to do so shall have their vacation scheduled by the Company. In drawing up vacation schedules it is recognized that work requirements and the efficient use of replacements must be given full consideration. This may result in the

Company having to reschedule vacations to weeks other than those previously selected. Subject to this the Company shall endeavour to meet the wishes of the employee, who shall be entitled to schedule two weeks of their regular vacation in the months of June through August. In cases where vacation periods conflict preference will be given to employees in order of their bargaining unit seniority.

The vacation schedule showing when an employee will take vacation will be posted no later than February 1st of each year. If unforeseen circumstances arise necessitating changes in the vacation schedule in any department, the steward shall be notified and a meeting held if the Union so requests to explain the situation.

- b) Wherever practical, vacations may be scheduled from day off to day off.
- c) When called upon to schedule their vacation employees shall either:
  - 1) Schedule all vacation to which they are entitled, with not more than two weeks in the months of June through August;
  - 2) Schedule only two weeks of vacation on the first opportunity and schedule the remainder of vacation on the second opportunity provided that not more than four weeks in total are scheduled in the months of June through August;
  - 3) Schedule only two weeks on the first opportunity, two more weeks on the second opportunity, and schedule the remainder after all other employees have had the opportunity to schedule;
  - 4) Employees with 5 or more weeks of vacation shall schedule 4 weeks of vacation with not more than two weeks in the months of June through August on the first opportunity and then schedule the remainder of vacation after all other employees have had the opportunity to schedule all of their vacation weeks.

Following this, any weeks not selected by the employee will be scheduled by the Supervisor in accordance with Article 14.05(a).

- 5) For the purpose of this Article, the months of "June through August" shall, for the period of this Collective Agreement be as follows:

2011- May 29 – Sept. 3 (Inclusive)

2012 – May 27 – Sept 1 (Inclusive)

2013 – May 26 – August 31 (Inclusive)

- d) 1) Any employee selected and accepting a promotion, demotion, or a transfer before December 1 in any year will schedule his next year's vacation within the new job area in accordance with Article 14.05(a).
- 2) On or after December 1, in any year, any employee selected and accepting a promotion, demotion or transfer, will continue to schedule his vacation on the job from which he is moving. When the actual move takes place, the employee's outstanding scheduled vacation weeks will be forfeited and rescheduled to a time(s) consistent with vacancies on the vacation schedule in the area to which he is moving.

In (1) or (2) above, both the selection and acceptance must be completed either before or after December 1.

In those cases where an employee moves at other than his own request, every effort will be made to provide him his vacation as originally scheduled.

## **ARTICLE 15**

### **WAGES**

**15.01** The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs" dated August 1, 1956 - revised 1980 (hereinafter referred to as the "Clerical Manual") used for the evaluation of office and clerical workers as specified in the certification of the Ontario

Labour Relations Board dated January 28, 1952, is incorporated into this Addendum as Appendix "A" and its provisions shall apply as if set forth in full herein.

**15.02** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

### **Standard Hourly Wage Scale**

**15.03** The Standard Hourly Wage Scales from August 1, 2010 to July 31, 2011 which formerly paid a "B" bonus shall be as follows:

### **HOURLY WAGE SCALE**

**(H46)**

**(Formerly H45 ~ B-bonus)**

<b>Job Class</b>	<b>Rate</b>
0	24.22
1	24.78
2	25.31
3	25.85
4	26.99
5	27.69
6	29.11
7	29.83
8	30.53
9	31.24
10	31.95
11	32.66
12	33.38
13	34.08
14	34.79
15	35.51
16	36.21
17	36.91

The Standard Hourly Wage Scales from August 1, 2010 to July 31, 2011 which formerly paid a “C” bonus shall be as follows:

**HOURLY WAGE SCALE  
(H47)**

**(Formerly H45 ~ C-bonus)**

<b>Job Class</b>	<b>Rate</b>
0	24.22
1	24.78
2	25.31
3	25.85
4	26.56
5	27.16
6	28.39
7	29.00
8	29.62
9	30.23
10	30.87
11	31.48
12	32.10
13	32.71
14	33.34
15	33.95
16	34.56
17	35.18

The Standard Hourly Wage Scales from August 1, 2011 to July 31, 2012 which formerly paid a “B” bonus shall be as follows:

**HOURLY WAGE SCALE  
(H46)**

**(Formerly H45 ~ B-bonus)**

<b>Job Class</b>	<b>Rate</b>
0	24.46
1	25.03

2	25.56
3	26.11
4	27.26
5	27.97
6	29.40
7	30.13
8	30.84
9	31.55
10	32.27
11	32.99
12	33.71
13	34.42
14	35.14
15	35.87
16	36.57
17	37.28

The Standard Hourly Wage Scales from August 1, 2011 to July 31, 2012 which formerly paid a “C” bonus shall be as follows:

**HOURLY WAGE SCALE  
(H47)**

**(Formerly H45 ~ C-bonus)**

<b>Job Class</b>	<b>Rate</b>
0	24.46
1	25.03
2	25.56
3	26.11
4	26.83
5	27.43
6	28.67
7	29.29
8	29.92
9	30.53
10	31.18
11	31.80

12	32.42
13	33.04
14	33.67
15	34.29
16	34.91
17	35.53

The Standard Hourly Wage Scales from August 1, 2012 to July 31, 2013 which formerly paid a “B” bonus shall be as follows:

**HOURLY WAGE SCALE  
(H46)**

(Formerly H45 ~ B-bonus)

Job Class	Rate
0	25.07
1	25.66
2	26.20
3	26.76
4	27.94
5	28.67
6	30.14
7	30.88
8	31.61
9	32.34
10	33.08
11	33.82
12	34.55
13	35.28
14	36.02
15	36.77
16	37.48
17	38.21

The Standard Hourly Wage Scales from August 1, 2012 to July 31, 2013 which formerly paid a “C” bonus shall be as follows:

## **HOURLY WAGE SCALE**

**(H47)**

**(Formerly H45 ~ C-bonus)**

<b>Job Class</b>	<b>Rate</b>
0	25.07
1	25.66
2	26.20
3	26.76
4	27.50
5	28.12
6	29.39
7	30.02
8	30.67
9	31.29
10	31.96
11	32.60
12	33.23
13	33.87
14	34.51
15	35.15
16	35.78
17	36.42

**15.04** The Standard Hourly Wage Scale rate for each job class is the standard hourly rate for all jobs classified within such job class.

**15.05** In addition to the standard hourly rates a schedule of development progressional rates is established containing the following:

- a) an intermediate rate at a level one job class increment below the standard rate;

- b) a starting rate at a level two job class increments below the standard rate.

**15.06** The schedule of progressional rates defined in Article 15.05 applies to each job in the respective job classes for periods of time as follows:

- a) Job Classes 0 to 3 inclusive: one period of 480 hours at an intermediate rate.
- b) Job Classes 4 to 7 inclusive: two periods of 600 hours:
  - 1) the first at a starting rate; and
  - 2) the second at an intermediate rate.
- c) Job Class 8 and higher: two periods of 960 hours:
  - 1) the first at a starting rate; and
  - 2) the second at an intermediate rate.

**15.07**

Effective August 1, 2010 and continuing until July 31, 2011 the schedule of progressional rates for hourly wage scale (H46) shall be as follows:

<b>HOURLY WAGE SCALE (H46)</b>			
<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		23.67	24.22
1		24.22	24.78
2		24.78	25.31
3		25.31	25.85
4	25.31	25.85	26.99
5	25.85	26.99	27.69
6	26.99	27.69	29.11
7	27.69	29.11	29.83
8	29.11	29.83	30.53
9	29.83	30.53	31.24
10	30.53	31.24	31.95
11	31.24	31.95	32.66
12	31.95	32.66	33.38
13	32.66	33.38	34.08

14	33.38	34.08	34.79
15	34.08	34.79	35.51
16	34.79	35.51	36.21
17	35.51	36.21	36.91

Effective August 1, 2010 and continuing until July 31, 2011 the schedule of progressional rates for hourly wage scale (H47) shall be as follows:

**HOURLY WAGE SCALE (H47)**

<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		23.67	24.22
1		24.22	24.78
2		24.78	25.31
3		25.31	25.85
4	25.31	25.85	26.56
5	25.85	26.56	27.16
6	26.56	27.16	28.39
7	27.16	28.39	29.00
8	28.39	29.00	29.62
9	29.00	29.62	30.23
10	29.62	30.23	30.87
11	30.23	30.87	31.48
12	30.87	31.48	32.10
13	31.48	32.10	32.71
14	32.10	32.71	33.34
15	32.71	33.34	33.95
16	33.34	33.95	34.56
17	33.95	34.56	35.18

Effective August 1, 2011 and continuing until July 31, 2012 the schedule of progressional rates for hourly wage scale (H46) shall be as follows:

**HOURLY WAGE SCALE (H46)**

<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		23.91	24.46
1		24.46	25.03
2		25.03	25.56
3		25.56	26.11
4	25.56	26.11	27.26
5	26.11	27.26	27.97
6	27.26	27.97	29.40
7	27.97	29.40	30.13
8	29.40	30.13	30.84
9	30.13	30.84	31.55
10	30.84	31.55	32.27
11	31.55	32.27	32.99
12	32.27	32.99	33.71
13	32.99	33.71	34.42
14	33.71	34.42	35.14
15	34.42	35.14	35.87
16	35.14	35.87	36.57
17	35.87	36.57	37.28

Effective August 1, 2011 and continuing until July 31, 2012 the schedule of progressional rates for hourly wage scale (H47) shall be as follows:

**HOURLY WAGE SCALE (H47)**

<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		23.91	24.46
1		24.46	25.03
2		25.03	25.56

3		25.56	26.11
4	25.56	26.11	26.83
5	26.11	26.83	27.43
6	26.83	27.43	28.67
7	27.43	28.67	29.29
8	28.67	29.29	29.92
9	29.29	29.92	30.53
10	29.92	30.53	31.18
11	30.53	31.18	31.80
12	31.18	31.80	32.42
13	31.80	32.42	33.04
14	32.42	33.04	33.67
15	33.04	33.67	34.29
16	33.67	34.29	34.91
17	34.29	34.91	35.53

Effective August 1, 2012 and continuing until July 31, 2013 the schedule of progressional rates for hourly wage scale (H46) shall be as follows:

**HOURLY WAGE SCALE (H46)**

<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		24.51	25.07
1		25.07	25.66
2		25.66	26.20
3		26.20	26.76
4	26.20	26.76	27.94
5	26.76	27.94	28.67
6	27.94	28.67	30.14
7	28.67	30.14	30.88
8	30.14	30.88	31.61
9	30.88	31.61	32.34
10	31.61	32.34	33.08
11	32.34	33.08	33.82
12	33.08	33.82	34.55
13	33.82	34.55	35.28

14	34.55	35.28	36.02
15	35.28	36.02	36.77
16	36.02	36.77	37.48
17	36.77	37.48	38.21

Effective August 1, 2012 and continuing until July 31, 2013 the schedule of progressional rates for hourly wage scale (H47) shall be as follows:

<b>HOURLY WAGE SCALE (H47)</b>			
<b>Job Class</b>	<b>Starting</b>	<b>Intermediate</b>	<b>Standard</b>
0		24.51	25.07
1		25.07	25.66
2		25.66	26.20
3		26.20	26.76
4	26.20	26.76	27.50
5	26.76	27.50	28.12
6	27.50	28.12	29.39
7	28.12	29.39	30.02
8	29.39	30.02	30.67
9	30.02	30.67	31.29
10	30.67	31.29	31.96
11	31.29	31.96	32.60
12	31.96	32.60	33.23
13	32.60	33.23	33.87
14	33.23	33.87	34.51
15	33.87	34.51	35.15
16	34.51	35.15	35.78
17	35.15	35.78	36.42

**15.08** The established starting, intermediate or standard hourly rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

**15.09** Each employee on a job shall be assigned to the applicable starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals of work as specified in Article 15.06 provided, however, that paid absences from work other than as provided under Short and Long Term Disability Earnings Continuance Letter of Agreement shall be considered as time worked.

**15.10**

- a) Except as provided in Article 15.10(b) an employee promoted from one job to another job in a higher job class shall be assigned to that starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- b) Except as provided in Article 15.13, an employee who is promoted to a higher job shall not receive the indicated rate until such time as his plant service equals the training period required under Articles 15.06 and 15.07 for that rate.

**15.11** An employee transferred from one job to another job of equal job class shall be assigned to the starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred and:

- a) if training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or

- b) if training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

**15.12** An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted if such standard rate is equal to or less than the rate from which demoted, and otherwise to the intermediate or starting rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

**15.13** On jobs requiring progressional periods in excess of 960 hours of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable starting, intermediate or standard rate classification.

**15.14** A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary

time towards completion of the next higher progressional period, if any.

**15.15** Effective on the dates specified in Article 15.03 all employees shall have their rates of pay adjusted as follows.

- a) If the employee is not receiving an "out-of-line differential" prior to the dates specified in Article 15.03, the rate of pay of such employee shall be adjusted to conform to the applicable starting, intermediate or standard hourly rate for that employee's job as provided in Article 15.07.
- b) If the employee is receiving an "out-of-line differential" prior to the date specified in Article 15.03, the rate of pay of such employee shall be increased by the amount by which the standard hourly rate for Job Class 0 has been increased as provided in Article 15.03 and the following shall govern.
  - 1) If the employee's new rate resulting from such increase is greater than the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07, the amount by which such employee's new rate is greater than the rate provided in Article 15.07 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
  - 2) If the employee's new rate resulting from such increase is equal to or less than the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07 the rate of pay of such employee shall be adjusted to conform to the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07, and the former out-of-line differential shall be terminated.

**15.16** An employee temporarily transferred to a job in a higher job class or to several interrelated jobs of the same

higher job class in the same office shall receive the rate for that job class in accordance with the provisions of Article 15.10. At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment will be credited towards progression on such employee's regular job.

## **OUT-OF-LINE DIFFERENTIALS**

**15.17** The term incumbent as used in this Agreement shall mean an employee regularly assigned to a job on the date on which this Agreement is signed.

**15.18** The Company shall furnish to the Union a list of all incumbents who are to be paid out-of-line differentials in accordance with the terms of this Agreement and such list shall contain the following:

- a) name of employee to whom out-of-line differential is being paid,
- b) job title of job on which out-of-line differential is being paid,
- c) job classification of such job,
- d) standard hourly rate of such job,
- e) applicable rate level at which out-of-line differential applies,
- f) amount of out-of-line differential, and
- g) date such out-of-line differential became effective.

This list will be updated whenever additions, deletions or other changes occur.

**15.19** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article 15.18 shall continue to be paid such out-of-line differential during such time as the employee is assigned to the applicable starting, intermediate or standard hourly rate level of the job for which the out-of-line differential was established.

**15.20** If an employee with an out-of-line differential is promoted to a job of higher job class a new out-of-line differential shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate.

**15.21** If an employee with an out-of-line differential is demoted to a job of lower job class then the out-of-line differential shall be terminated.

**15.22** If an employee with an out-of-line differential is transferred, at the request of management, to another job in the same job class there shall be no change in such employee's out-of-line differential except as provided in Article 15.24.

**15.23** If such employee referred to in Articles 15.20 and 15.21 is returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Articles 15.24 and 15.25.

**15.24** The progression from a starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the out-of-line differential by the amount of the progressional increase or to eliminate the out-of-line differential if such is less than the amount of the progressional increase.

**15.25** In addition to the other means provided in this Agreement increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

## **GENERAL**

**15.28** Employees shall be paid by bank deposit, every second Wednesday.

**15.29** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable hourly rates shall be corrected to conform to the provisions of this Agreement.

**15.30** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

**15.31** A list of job titles and job classes of jobs performed by employees in the bargaining unit is incorporated into this Addendum as Appendix "B".

**15.32** Nothing in this Agreement or Job Classification program shall change the existing co-operation between the workers covered by this Agreement.

**APPENDIX “B”**  
**LIST OF JOBS COVERED BY THIS ADDENDUM**

<u>Job Title</u>	<u>Plant Code</u>	<u>Job Class</u>	<u>Pos. No.</u>
<b>SENIORITY GROUP 1</b>			
<b>PRODUCT CONTROL</b>			
<b>Order Control</b>			
<b>(Planning)</b>			
Product Control Assistant	C-333	6	Est. 24-405
<b>(Corporate Order Acceptance)</b>			
Modification Clerk	C-335	Rev. 6	24-464
Product Control Assistant	C-333	6	Est. 24-452
<b>Production Control</b>			
<b>(Primary Scheduling)</b>			
Steel Provider	C-563	11	24-420
Scheduler (Prim. Mills & C.C.)	C-513	9	24-782
Scheduler Shipper	C-602	9	Est. 24-830
Product Control Assistant	C-333	6	Est. 24-838
Sr. Production Clerk	C-080	6	24-831
Product Control Assistant	C-333	6	24-833
<b>(Plate &amp; Wide Strip Fin. Sched.)</b>			
Scheduler Shipper	C-602	9	Est. 24-755
Stock Expediter	C-389	8	24-750
Scheduler (Shipping)	C-390	Rev. 7	24-744
Order Expediter	C-570	7	24-746
Product Control Assistant	C-333	6	Est. 24-756

(Plate & Strip Primary  
Sched.)

Expediter	C-561	11		24-789
Steel Provider	C-563	11		24-421
Scheduler Shipper	C-602	9	Est.	24-784
Scheduler (106"/166" Mill)	C-517	8		24-786
Product Control Assistant	C-333	6	Est.	24-785

(Cold Rolled Strip  
Scheduling)

Expediter	C-551	Rev. 11		24-682
Shipper	C-556	9		24-693
Scheduler-Shipper (U.P.)	C-384	9		24-647
Scheduler Shipper	C-602	9	Est.	24-681
Scheduler	C-552	7		24-684
Stock Expediter	C-364	7		24-686
Order Expediter	C-570	7		24-695
Product Control Assistant	C-333	6	Est.	24-683

**Shipping Control**  
(Shipping Services)

Scheduler Shipper	C-602	9	Est.	24-760
Shipper	C-512	9		24-753
Shipper	C-556	9		24-693
Shipment Expediter	C-348	Rev. 7		24-513
Product Control Assistant	C-333	6	Est.	24-761

(Manifest Services)

Manifesting Weighman	C-135	9	Est.	24-512
Product Control Assistant	C-333	6	Est.	24-555

**SENIORITY GROUP 2**  
**COMPUTER SERVICES**

Computer Operator (Multi- Programming)	C-059	12		27-122
Librarian	C-052	Rev. 6		27-123

**SENIORITY GROUP 4**  
**OPERATIONS**

**ACCOUNTING**(Cost Accounting)

Product Cost Clerk	C-002	Rev. 8		23-032
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(Invoice Payments)

Payment Clerk	C-015	5		23-043
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(General Accounting)

Ledger Clerk	C-003	Rev. 6		23-058
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Inventory Ledger Clerk	C-004	Rev. 6		23-060
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Typist-Clerk (Job not filled)	C-038	4		23-067
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(Hourly Payroll)

Sr. Payroll Clerk	C-9069	Rev. 8	*	23-120
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General Payroll Clerk	C-9060	Rev. 6		23-114
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Jr. Payroll Clerk	C-9062	4		23-106
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(Invoice Approval)

Invoice Clerk	C-010	Rev. 8		23-048
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**SENIORITY GROUP 5****DEPARTMENT****CLERICAL**Cokemaking

Sr. Production Clerk	C-190	Rev. 7		51-024
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Human Resources

Employment Clerk	C-262	Rev. 5		21-666
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Field Forces

Typist-Clerk	C-270	4		38-029
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Department Clerk	C-452	6		38-003
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Ironmaking

Production Clerk	C-170	7		53-070
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Utilities

Senior Clerk	C-217	7		32-042
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Plate & Strip

Senior Clerk	C-463	6		66-024
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Steelmaking

Statistics Clerk (Senior) C-322 Rev. 6 59-039

Material Handling

Production Clerk C-155 6 53-070

D.S.P.C.

Department Clerk C-631 7 Est. 62-350

Stationery

Clerk – Inventory C-143 Rev. 8 27-520

Print Machine Oper. C-147 5 27-544

Purchasing

Expediter C-482 Rev. 8 22-873

Traffic

Freight Rate Clerk C-431 Rev. 8 22-229

Clerk C-435 Rev. 4 22-245

Stores

Stock Control Clerk C-155 Rev. 8 22-418

Receiving Clerk C-161 4 22-473

Department Clerk C-162 7 22-435

Maintenance Clerk

Shops C-294 4 31-024

Masonry

Senior Clerk C-185 7 42-175

Clerk C-186 Rev. 4 42-176

Corporate Taxes

Sr. Clerk – Customs & Sales Tax C-626 Rev. 9 23-274

Clerk C-472 7 23-276

Maintenance Clerk

(Scheduling)

Mtce. Clerk – Auto Repair C-293 6 30-047

Mtce. Clerk – Shops	C-293	6		31-026
Mtce. Clerk-Field Forces	C-293	6		38-116
Mtce.)				
Mtce. Clerk – Bricklayers	C-293	6		42-174
Mtce. Clerk – Cokemaking	C-293	6		36-243
Mtce. Clerk – Ironmaking	C-293	6		36-322
Mtce. Clerk - #2 BOSP	C-293	6		36-387
Mtce. Clerk - Plate & Strip	C-293	6		36-592
Mtce. Clerk - Cold Rolled Strip	C-293	6		36-745
Mtce. Clerk – Mobile Mtce Electrical	C-293	6		36-813
Mtce. Clerk – Power & Services	C-293	6		35-176
Mtce. Clerk – Elect.Repair Shop	C-293	6		35-217

## **SENIORITY GROUP 6 QUALITY CONTROL**

### (Inspection)

Clerk - Physical Test	C-319	Rev. 8		28-446
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### (Customer Claims)

Clerk - Physical Test	C-319	Rev. 8		28-446
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### (Metallographic Lab)

Clerk (Physical Test Lab)	C-303	4		28-143
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## **POOL JOBS**

### Cold Rolled Strip

Clerk	C-230	4		77-025
Finishing Clerk	C-231	Rev. 4		77-297

### Utilities

Clerk (Fuel)	C-215	4		32-041
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### Engineering

Typist Clerk	C-212	Rev. 4	*	26-293
White Print Machine Operator	C-211	2		26-327

Electrical Maintenance

Clerk C-271 4 Est. 35-026

Maintenance

Clerk C-271 4 Est. 36-027

Typist Clerk C-270 4 \* 36-029

Maintenance Clerk

Mtce. Clerk - Auto Repair C-294 4 30-046

Electrical

Mtce. Clerk – Power & Serv. C-294 4 35-168

Mtce. Clerk – Elect.Repair Shop C-294 4 35-204

Mechanical

Mtce. Clerk – Cokemaking C-294 4 36-242

Mtce. Clerk – Ironmaking C-294 4 36-344

Mtce. Clerk - #2 BOSP C-294 4 36-388

Mtce. Clerk - Plate & Strip C-294 4 36-591

Mtce. Clerk - Cold Rolled Strip C-294 4 36-744

Mtce. Clerk – Mobile Mtce C-294 4 36-812

Field Forces

Maintenance Clerk C-294 4 38-115

Mtce Clerk - Crane Repairs C-294 4 38-764

Maintenance Clerk C-294 4 38-448

Medical

Stenographer-Receptionist C-236 4 \* 21-312

Operations Accounting

Extension Checker C-476 Rev. 4 23-047

Plate and Strip

Prod. & Ship. Clerk C-462 4 64-040

Clerk C-461 4 66-023

Purchasing

Order Entry Clerk                    C-475    Rev. 4                    22-849

Quality Control

Q.C. Clerk – Customer            C-254                    4                    28-094  
Services

Data Entry Clerk                    C-334                    4                    28-035

Stationery

Mail person                    C-154                    4                    27-677

Typist Clerk (Corp.            C-109    Rev. 4                    27-503  
Records)

Stores

Records Clerk                    C-157                    4                    \*                    22-434

Transportation

Clerk                    C-426                    4                    37-404

Unfinished Parts

Clerk                    C-233                    4                    78-050

## **ADDENDUM B BRICK LAYERS**

### **ARTICLE 5**

**5.00** Sixty per cent of the bricklayers force will normally be scheduled Monday through Friday, and 40 per cent of the bricklayers force with less service than the aforementioned will be scheduled to include Saturday and Sunday. In the event that 40 per cent provides more bricklayers than there is work available, the schedule may be changed so that the number of bricklayers in excess of those required would take Sunday off and work on one or the other of their scheduled days off during the week; every effort will be made to have days off consecutively.

Schedules may be adjusted after consultation with the Union

- 1) To conform to the above the week following an increase or decrease in the workforce.
- 2) For unforeseen events if an insufficient bricklayer force is scheduled on Saturday and Sunday.

**5.01** Where practicable, bricklayers (plastics) work will be assigned to the junior employee on the shift at the time such work arises. In the event such work is required for a full week, the most junior employees on roll will be scheduled for such work

**5.05.10** Whenever practical, laid off employees will be recalled in accordance with Article 7.11.10, before extra shifts are worked.

**5.05.40** Employees on hot jobs who are relieved on the job and marked "last off" on the crew sheet shall receive a special allowance equal to one-half hour at the rate of time and one-half for ten minutes overtime worked plus twenty minutes cool-off period. Cards shall not be punched out prior to twenty minutes past the hour.

## **ADDENDUM C - WELDED BEAM**

### **ARTICLE 5**

**5.01.10** Employees shall have the last 10 minutes prior to the end of the shift to wash up.

**5.06.10** Overtime rates shall be paid to an employee for hours worked

- 1) in excess of 8 hours, or
- 2) in excess of 8 hours in a 24 hour period, or
- 3) in excess of 40 hours in a work week, or
- 4) on his day off as designated on his most recent schedule posted under Article 5.02.10 of the Main Agreement.

The Company may change an employee from one shift to another due to operational requirements without payment of overtime rates as required under Article 5.06.10 (2) but not more than once per week, and where an employee is permitted by the Company to change from one shift to another at his own request, the provisions of Article 5.06.10 (2) shall not apply.

**5.07.10** The Company shall make every reasonable effort to obtain volunteers for overtime work. An employee may agree to work overtime or the Company may require an employee to work overtime in the cases of work urgently required to be done to machinery or plant, or which is necessary to avoid serious interference with the ordinary working of the plant.

An employee will not be required to work overtime where he informs the Company of a compelling personal reason for refusing, employees will not engage in concerted refusals.

Overtime will first be offered to available employees scheduled on the job concerned in that week and as far as

possible shall be equitably distributed. A report showing the hours recorded for each employee shall be posted weekly and a copy given to the Union.

**6.02 20** Notwithstanding the provisions of Article 5.06.10 the Company agrees to pay a premium rate for a shift scheduled to replace a shift that would have been otherwise scheduled on a day on which a statutory holiday falls. Provided that:

- A) The plant manager has met with the Union executive, no later than four weeks prior to the week in which the statutory holiday falls, to advise them of the Company's intention to work an alternate shift, and
- B) The Union executive has agreed to cooperate in ensuring that employees are available to work the alternate shift.

**14.05.10** Where an employee is on vacation and a statutory holiday falls during the period of the vacation, the employee will be granted one (1) additional day of vacation in lieu of the statutory holiday.

## **ADDENDUM “D” OLD UTU**

### **Scheduling and Seniority**

**11.01** The following definitions refer to the use in Article 11 of the words as defined:

- a) “Qualified” means an employee who has passed the necessary qualifying examinations.
- b) “Promoted” means an employee who has passed the necessary qualifying examinations and has been placed on the appropriate seniority list.
- c) “Assignment” refers to a crew with designated scheduled days off.
- d) “Job” refers to one or more assignments grouped and rotating together and normally working in predetermined general areas of work. However, this does not limit in any way the area any crew may be required to operate.

**11.02** An employee shall become established in accordance with Article 7.02 of the Main Agreement.

**11.03** In determining seniority for the purpose of dealing with any of the situations hereinafter described, all of the following factors shall be considered:

- continuous service,
- ability to perform the work, and
- physical fitness.

**11.04** Employees shall be examined for promotion according to seniority and those passing the required examination shall be given certificates of qualification and shall be placed on the Conductor/Operator seniority list as of the date of such qualification subject to the following rules:

- No employee shall be deprived of his right to promote in accordance with his seniority because of authorized absence or illness.
- The Company will attempt to insure that sufficient employees are trained on higher jobs so that overtime worked on them will be kept to a minimum.

**11.05** All assignments will be based on a six month period and will be effective from the first Sundays in May and November. During the three weeks preceding the effective dates, employees will be entitled to exercise their preference for assignments in accordance with their seniority on the occupation concerned.

- a) In the event of an increase in force or a vacancy which is known to exceed 28 days, employees will be allowed to exercise their preference for those jobs by advising management during the week in which the vacancy occurs.
- b) Unless otherwise notified, if an employee is absent due to illness, accident, leave of absence, vacation days off during the whole of the period when:
  - 1) the board is open for assignment selection, or
  - 2) an increase in force has taken place, or
  - 3) a reduction has taken place, he may, on his return, indicate preference of assignment in accordance with the applicable provisions of this Article.
- c) An employee on an assignment must remain in that assignment for at least 28 days, except as otherwise stated in this article. Following this period, he may exercise his seniority by moving to a new assignment but must displace the junior employee on that job or a junior employee on an assignment with Saturday and Sunday off. However, no bumping of this nature shall take place for 28 days after the opportunity has been open or during the month of November or December, or one week prior to any board opening.

- d) Daily lists showing the names of the employees assigned to all jobs shall be posted by Thursday of the preceding week where practical, but in any event not later than Friday noon of the preceding week.
- e) Where it is agreed that there is an error in an assignment, to avoid loss of time and wages to the employees affected by the error, the committee shall be permitted to cooperate with the person in charge of scheduling in rectifying the error.
- f) When arranging work schedules, an employee's two days off per week shall be consecutive whenever practical.

**11.06** In the event of a reduction in force or a change in scheduling of hours, days off, etc. of any job, that will be open for selection by all employees, providing such change is known to be for a period in excess of two weeks. Employees on the job concerned will be permitted to bump employees who are junior to them in the seniority list in accordance with the following rules:

- a) Employees affected must indicate their preference of assignment within 32 hours of the notice of the reduction of force.
- b) Other employees displaced as a result of the application of (a) above must indicate preference of assignment within the following 24 hours after each succeeding bump.
- c) Those displaced employees indicating a preference of assignment by 4:00 p.m. Thursday will be scheduled on these assignments effective 12:01 a.m. the following Sunday or the shift starting closest thereto.
- d) Until such permanent assignments are effective, for the purpose of work opportunity, employees affected by reduction will be temporarily placed on the assignment held by junior employees.
- e) Any job moved out of the blast furnace area on account of reduction in iron production, the

employees affected will be entitled to exercise their seniority on any other job subject to (a) and (b) above, provided that the reduction is for at least one work week.

## **11.07**

- a) In the case of reduced operations of less than one week duration or reduced operation prior to and after a statutory holiday, reduction shall be made on the basis of the junior employees on each day provided it does not result in an overtime shift. A senior employee so displaced shall have the right to exercise his seniority on his scheduled occupation on the same shift, or on the lowest occupation on any shift on the same day. Junior employees so displaced will be considered senior on the spare board for the days concerned and for their two days off during the week in question in order to make up time lost as a result of the reduction in operations.
- b) In the event of a reduction during a shift, where practical the employee displaced will replace the junior employee in that occupation on shift with the same starting time or if extra shifts are being worked at the time he will replace the last employee called for an extra shift. The junior employee on a regular shift so displaced where practical may exercise his seniority on the next lower rated occupation for the balance of the shift.
- c) Employees shall be recalled following a layoff or for any other reason in order of their seniority.
- d) An employee shall be considered to have been notified of recall if he is told personally or is called by telephone at the most recent local telephone number shown in the records of the Company at the Company's Personnel Services Office and, in addition, be notified of recall by a registered letter mailed to his last address in the records of the

Company at the Company's Personnel Services Office.

- e) Employees recalled may apply for an extended leave of absence, which will be granted at the sole discretion of the Company and provided there are qualified junior employees available. Copies of the completed leave of absence form shall be sent to the Union.

**11.08** Where an additional shift has been added to a job working one shift per day, the existing crew will be allowed to work day turn one additional week after which shifts must be rotated as usual.

## **ARTICLE 14**

### **Scheduling Vacations**

- a) The Company shall be entitled to determine the time when an employee shall take vacation having in mind that the principle of seniority shall, as far as possible, be applied in arranging vacation schedules.
- b) Senior employees shall, in order of seniority, book three weeks vacation only on the first opportunity with not more than two weeks in "Prime Time" as defined in Article 14.05.20 of the Main Agreement. Once all employees have had the opportunity to book three weeks each they will then have the opportunity to book the remainder of their vacation entitlement in the available openings with not more than a total of four weeks in "Prime Time", or
- c) schedule only two weeks on the first opportunity, two more weeks on the second opportunity, and schedule the remainder after all other employees have had the opportunity to schedule.
- d) All vacations will start on the employees' days off.
- e) Between December 1<sup>st</sup> and December 31<sup>st</sup> of each year, the Company shall post in the department a vacation

schedule notice on which each employee may indicate the time he wishes to take his vacation. The notice shall remain posted for ten consecutive days and the vacations of employees who do not indicate any preference shall be scheduled by the Company at any time. The operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with their Unit List seniority where vacation periods requested conflict. The vacation schedule for the department shall be posted on or before January 15 of each year, but shall be subject to changes made necessary by operational problems and personal requests.

- f) When a vacation period previously scheduled has been canceled, employees may apply for such vacation period and the senior employee on the applicable seniority list, will be allowed to fill such vacancy provided that no employee will be entitled to more than four weeks in prime time until all others have had the opportunity to have four weeks.
- g) The Company and the Union agree on the principle that eligible employees must take vacations but in the event that the Company is unable to release an employee for vacation, the employee will be paid whatever amount may be due him for vacation pay on account of service and earnings during the previous calendar year in lieu of vacation not taken.

## **ADDENDUM E**

It is agreed that the Collective Agreement dated 1992 to 1996 between the Tube Division of Algoma Steel Inc. and United Steelworkers, on behalf of Local Union 5595, is supplemental to this agreement and incorporated in full as Addendum E.

It is agreed that if, in the future, Essar Steel Algoma Inc. undertakes to restart the operations of the Tubular Business Unit the 1992 - 1996 Collective Agreement for the former Local 5595 will be used as a basis for inclusion into the Local 2251 Collective Agreement in the same manner as the former Locals 4509, 29, 2288, and 917 were included.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement.

**ESSAR STEEL ALGOMA INC.**

By

J. Rennie  
Vice President,  
Human Resources

P. Shukla  
Chief Operating  
Officer

T. Goodfellow  
Manager,  
Labour Relations

V. Chiappetta  
Vice President, Legal  
& General Counsel

**UNITED STEELWORKERS  
LOCAL UNION 2251**

J. Ostroski Jr.  
Area Co-ordinator

M. Da Prat  
President

W. Fraser  
Director  
District Six

M. Evans  
Vice President

J. Kallio  
Recording Secretary

J. Shiels  
Financial Secretary

M. DeGregorio  
Treasurer

K. Ferguson  
Unit Chair - Clerical

# 2011

January '11						
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