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AGREEMENT

between

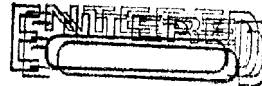
SYDNEY STEEL CORPORATION

and

UNITED STEELWORKERS
OF AMERICA
LOCAL NO. 1064

SEPTEMBER 28, 1986 - APRIL 1, 1989

Note: Additional or amended wording included in this agreement is shown by italic type.



CH 7902

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ARTICLE 1 - PREAMBLE

1.1 This Agreement dated March 16, 1988 is entered into between the Sydney Steel Corporation or its successor, (hereinafter referred to as the Company) and Local 1064, United Steelworkers of America, or its successor (hereinafter referred to as the Union).

1.2 It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees, through their Union and the Company, to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

1.3 Management and employees, through their Union, agree to co-operate fully in a joint endeavour to conduct operations with a maximum of efficiency and so achieve the lowest possible costs of production. It is not the intention of this provision to create any hardship.

1.4 Any conditions not specifically covered by the terms of this contract may after negotiation between the parties become a part of the agreement and so administered.

ARTICLE 2 - RECOGNITION

2.1 The Company recognizes the Union as the sole bargaining agency for all employees of the Company, with the exception of confidential employees and members of other bargaining units.

2.2 The Company agrees that when hiring new employees, it will advise them that the Union is the sole bargaining agency for the employees, excepting as above, and that while membership in the Union is not compulsory, the Company will recommend to such men to take out membership thus encouraging its employees to become members of the Union.

2.3 As from the date of signing of this agreement, every person hired to jobs within the bargaining jurisdiction of the Union shall, as a condition of employment, sign a card irrevocably

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authorizing the Company to deduct dues from his wages and to pay same to the Union.

2.4 Confidential employees and members of other bargaining units shall on returning to jobs within the bargaining jurisdiction of the Union sign a card irrevocably authorizing the Company to deduct Union dues from his wages and to pay same to the Union, during such period as the employee remains on a job within the bargaining jurisdiction of the Union.

2.5 The Company agrees that when hiring new employees, preference will be given to residents of the immediate vicinity and to former Union members who were laid-off or who had voluntarily terminated their employment.

2.6 It is **recognized** by the parties concerned that the function of a Foreman or Supervisor is to supervise employees. It is also **recognized** that emergencies may arise when a Foreman or Supervisor may be required to assist in work normally done by members of the bargaining unit.

A Foreman or Supervisor shall not perform work normally performed by employees within the bargaining unit except in those non-routine circumstances where the alternative would mean serious loss, damage, or creation of a safety hazard.

Any abuse of this clause shall be taken up under the usual procedure for the handling of grievances,

2.7 Contracting Out

Changes in equipment and processes which are determined by Management to be essential for future life and efficient operation of the plant may necessitate that work is performed by outside contractors or manufacturers' representatives or agents.

The Company accepts the importance with which job security is regarded by its employees and equally regards the importance of continuing service of its employees to the Company, and therefore undertakes not to contract out work in the plant which is normally carried out by its employees in the Bargaining Unit involving the production of iron and steel and the rolling of steel and shipping of all items.

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Normal plant maintenance and service work will be performed by members of the Bargaining Unit, however, in special circumstances the Company will have the right from time to time to employ outside personnel after advising the Union.

In the event that the Company contracts work out and there are employees of the Company who are on lay-off or who are employed other than in their normal occupations, the Company will undertake that the contractor performing such work will be advised of the availability of such persons for work in their respective occupations and will be requested to employ these persons in their normal occupations, if the work which has been contracted for includes such occupations, but the Company does not guarantee the employment by the contractor of such persons.

The Company reserves the right to buy commercially available or manufactured items whether or not now or previously manufactured by the Company.

ARTICLE 3 - EMPLOYEES

3.1 The term "Employee" as used in this Agreement, shall not include foreman, assistant foreman, rollers, research workers, supervisors in charge of any class of labour, watchmen, confidential employees, or members of other bargaining units.

3.2 The parties shall compile a list of confidential jobs mutually agreed on. The employees occupying such confidential jobs shall not be eligible for membership in the Union. Any change in this list shall be made only by mutual agreement. For list of such jobs as agreed upon, see Appendix "A".

3.3 Temporary foremen shall be eligible for Union membership, excepting that such eligibility shall terminate should an employee continue to act as a foreman for a consecutive three months' period.

3.4 Discrimination

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. No employee shall be discriminated against by the Company or the Union because of race, age, creed, colour, nationality, sex, marital status, ancestry, or place of origin.

ARTICLE 4 - MANAGEMENT

4.1 Subject to the provisions of this Agreement, the Management of the Plant and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, or transfer, is vested in the Company.

4.2 The right to select men for positions of assistant foremen, foremen, or other supervisory jobs is vested in the Company.

4.3 The Company has the right to give necessary training and promotion to employees who are specially qualified to be trained for responsible positions. This provision shall not be used to interfere with seniority or displace Union members.

ARTICLE 5 - TRAINING

5.1 The Apprentice Training Agreement between the Company and the Union signed March 23, 1965, and hereinafter referred to as Appendix "D" shall be supplemental to the Collective Agreement.

5.2A An apprentice shall not be affected by any Plant, Department, or Section cutback while apprenticed under the Apprentice Training Agreement, except in the event of a cutback in the trade in which the Apprentice is registered.

5.2B An apprentice so removed shall then be treated according to the terms of the Collective Agreement.

5.2C Apprentices laid off from their trade due to a cutback shall be recalled to their respective trades and apprenticeships in accordance with the appropriate terms of the Collective Agreement.

ARTICLE 6 - WAGE RATES

PREAMBLE TO WAGES:

The Company recognizes the principle of the parity of wages within the Steel Industry and will attempt to achieve this objective when it becomes possible.

The Company intends to embark upon a complete modernization of the whole plant which it is expected will achieve an economic base comparable to competitive companies. When such productivity is achieved, such wage increases can be contemplated.

ARTICLE 6 - WAGE RATES

6. Wage Scale.

6.1A *Effective September 28, 1986, and continuing to October 3, 1987, the basic hourly wage rate will be increased by thirty (30) cents. The increment between job classes will remain at 12½ cents. The new basic hourly wage rate will be \$9.97 for Job Class 1.*

6.1B *Effective pay period closest to October 1, 1987, (October 4, 1987) and continuing to October 1, 1988, the basic hourly wage rate will be increased by thirty-nine (39) cents. The increment between Job Classes will remain at 12½ cents. The new basic hourly wage rate will be \$10.36 for Job Class 1.*

6.1C *Effective pay period closest to April 1, 1988, (April 3, 1988), a four (4) Job Class additive will be applied to all jobs classified under the C.W.S. Program.*

6.1D *Effective pay period closest to October 1, 1988, (October 2, 1988) and continuing to April 1, 1989, the basic hourly wage rate will be increased by an estimated sixty-two (62) cents. This is calculated on an anticipated rate of inflation of 4½%, with 4% guaranteed (55) cents. The period August 1, 1987, to July 31, 1988, will be the basis for determining the actual rate of inflation using the 1981 Canada Wide Consumer Price Index.*

6.1E The standard hourly wage scale resulting from the foregoing sections shall be used as follows:

EFFECTIVE:

Job Class	Sept. 28/86	Oct. 4/87	Oct. 2/88*
	9.97	10.36	
2	10.095	10.485	
3	10.22	10.61	
4	10.345	10.735	
5	10.47	10.86	
6	10.595	10.985	
7	10.72	11.11	
6	10.845	11.235	
9	10.97	11.36	
10	11.095	11.485	
11	11.22	11.61	
12	11.345	11.735	
13	11.47	11.86	
14	11.595	11.985	
15	11.72	12.11	
16	11.845	12.235	
17	11.97	12.36	
18	12.095	12.485	
19	12.22	12.61	
20	12.345	12.735	
21	12.47	12.86	
22	12.595	12.985	
23	12.72	13.11	
24	12.845	13.235	
25	12.97	13.36	
26	13.095	13.485	

* Refer to Clause 6.1 D

6.1F All jobs classified within any one job class shall be paid in accordance with the above standard hourly rate for such job class, and all men working therein shall be paid such rates, excepting as the provisions herein covering out-of-line differentials apply.

ARTICLE 6 - WAGE RATES

6.2 Except in the case of incentive plans in which the standard hourly rate is the incentive base rate (such incentive plans being self-adjusting), all other existing incentive plans in effect on the signing date of this Agreement, including incentives containing an hourly rate plus tonnage bonus and incentives where the incentive payment consists of a straight piece work rate only, shall be adjusted upward as of the date of signing of this Agreement, so that the average hourly earning rate following such adjustment, as related to the average rate of production for the twelve (12) month period preceding the date of such adjustment, shall bear the same percentage relationship to the standard hourly rate that existed prior to the increase in the standard hourly rate.

6.3 Out-Of-Line Differentials

6.3A If an employee has been receiving out-of-line differential prior to *September 28, 1986*, the out-of-line wage rate of any such employee shall be increased by 30 cents per hour, and in the application of the change in Job Class increments, the following shall govern:

(a) If the employee's new out-of-line wage rate, resulting from the increase of 30 cents per hour above mentioned, is greater than the standard hourly rate (as established September 28, 1986) for the job which the employee is occupying, the amount by which such employee's new out-of-line wage rate is greater than such hourly rate for the job shall become such employee's new out-of-line differential for the period *September 28, 1986, on*.

(b) Similarly, if the employee's out-of-line wage rate resulting from the 39-cent increase as of October 4, 1987, is greater than the standard hourly rate (as established on the date above) for the job which the employee is occupying, the amount by which that employee's new out-of-line wage rate is greater than such standard hourly rate for the job shall become such employee's new out-of-line differential as *from October 4, 1987*.

(c) *Similarly, if the employee's out-of-line wage rate resulting from the estimated 62-cent increase as of October 2, 1988, is greater than the standard hourly rate (as established on the date above) for the job which the employee is occupying, the amount by which that employee's new out-of-line wage rate is greater than such standard hourly rate for the job shall become such employee's new out-of-line differential as from October 2, 1988.*

(d) If the employee's new out-of-line wage rate, resulting from the 30 cents increase is equal to or less than the standard hourly rate for the job occupied as of September 28, 1986, then the standard hourly rate shall apply and the former out-of-line differential shall be terminated.

(e) Similarly, if the employee's new out-of-line wage rate resulting from the 39-cent increase as of October 4, 1987, is equal to or less than the standard hourly rate of the job occupied as of the above dates, then the standard hourly rate shall thenceforth apply and the former out-of-line differential shall be terminated.

(f) *Similarly, if the employee's new out-of-line wage rate resulting from the estimated 62-cent increase as of October 2, 1988, is equal to or less than the standard hourly rate of the job occupied as of the above dates, then the standard hourly rate shall thenceforth apply and the former out-of-line differential shall be terminated.*

6.3Ba Except as such out-of-line differentials may be changed by means herein provided, the employee shall continue to be paid such out-of-line differential during such time as he continues to occupy the job for which the differential is established.

6.3Bb If any such employee is transferred or assigned to a job having a higher standard hourly rate, then the out-of-line differential shall be reduced by the amount of the increase in the standard hourly rate.

6.3Bc If an employee with an out-of-line differential is transferred or assigned to another job which carried a lower standard hourly rate, then the out-of-line differential shall be

terminated; excepting that if the employee should be reinstated to the job for which the out-of-line differential was established, then it shall be reinstated; excepting as it may have been reduced or eliminated, in accordance with the means herein provided.

6.3Bd If, while his regular job is in operation, an employee is transferred at the request of Management to a job of equal or lower job class, then the higher of the two rates shall apply, namely the rate of the job to which the employee is transferred or the rate of the employee on his regular job, including out-of-line differential.

6.3C In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

6.4 Each standard hourly wage rate established under Section **6.1A** shall be:

- (a) The established rate of pay for all hours paid for on a non-incentive job.
- (b) The established minimum rate of pay for purposes of a minimum guarantee, under presently existing incentive applying to the job.
- (c) The established hourly base rate and minimum guaranteed rate of pay under any new or revised incentive applied to a job, except as provided in paragraph **6.2** herein.

6.5 Shift Premium :

Shift premium shall be at the rate of **20** cents per hour for each hour worked on the **4:00** p.m. to midnight shift and **25** cents per hour for each hour worked from midnight to **8:00** a.m.

6.6 Sunday Premium:

For certain classes of employees, time worked on Sundays is classed as overtime and payment for same is specified under Article **8**.

Applicable to only those employees who are not included in the immediate foregoing paragraph, time worked on Sundays,

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shall be paid for in accordance with the standard wage scale, plus a premium of 50 cents per hour worked, up to eight hours. Payment for hours worked beyond eight hours is dealt with under the overtime clause.

The premium for Sunday work herein stipulated does not abrogate the provisions for the payment of shift premium.

6.7A Temporary Assignment:

It is agreed that where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate, providing that his regular occupation is required in operation. If an employee is assigned to a higher classification he shall be paid the higher rate.

6.7B Where it is necessary in the opinion of the Supervisor of a Department to shut down a regular operating production job in order to obtain employees to efficiently operate another job, the employees so affected shall work where advised by their Supervisor. In such cases the higher rate of the two jobs will be paid. Under no circumstances shall this provision apply in cases where an employee is taken from an occupation which is NOT regularly required in operation.

In cases, where due to absenteeism, it is necessary to shut down any job, the employees who report out for this job shall be given whatever other work may be available in that Department at the regular rates paid for such work.

Employees not so placed in that Department may be sent to the General Yard Labor Pool to obtain whatever work is available, after all General Yard Labor Pool men have been placed.

6.8 Incentives:

6.8A Excepting as otherwise specifically provided herein, all existing incentive plans in effect on the signing of this Agreement, including all terms relating to the establishment and administration of any such incentive plan, such as hourly rates,

piece work rates, tonnage rates, base rates and guarantee periods shall remain in effect.

6.8B Each employee while compensated under an incentive plan shall receive the higher of the following:

- (a) The total earnings of such employee under such plan, or,
- (b) The total amount arrived at by multiplying the hours worked by such employee by the applicable standard hourly wage rate, plus any out-of-line differentials that may apply.

6.8C The Company at its discretion, may:

- (i) Establish new incentive plans to cover:
 - (a) New jobs.
 - (b) Jobs not presently covered by incentive plans.
 - (c) Jobs covered by existing incentive plans where during a current three month period the incentive earnings are completely or substantially submerged in relation to the Standard Hourly Wage rates for such jobs.
- (ii) Adjust or suspend an existing incentive plan on jobs where during a current three (3) month period the incentive earnings are completely or substantially submerged in relation to the standard hourly wage rates for such jobs, provided such suspension is due only to the fact that the average hourly earnings are less than the standard hourly rate for such jobs, and provided that such a plan shall be reinstated if subsequent review, requested by the Union, indicates that the suspended plan is currently earning incentives. Particulars of average hourly earnings shall be furnished to the Union if the Company suspends an incentive plan hereunder.

6.8Da Subject to the provisions of this Article 6, the Company may adjust existing incentive whenever, after the signing of this Agreement, the Company institutes changes in equipment, methods of processing, material processed, quality or manufacturing standards, if such changes affect the incentive plan to a substantial degree, or where over a period of

time an accumulation of minor changes have occurred which, in total, affect the incentive to a substantial degree.

6.8Db In the event the Company does not adjust an incentive rate under the terms of the preceding paragraph, the employee or employees affected may process a grievance in accordance with the procedure outlined herein.

6.8Ea Whenever the Company introduces new incentive plans or adjusts any existing incentive plans, the procedure shall be as follows:

6.8Eb The Company shall work out the details of the new plan and submit them in detail to the Department Union Committee and the Union Executive.

6.8Ec The Company shall at such time furnish such explanation with regard to the development and determination of the proposal as shall reasonably be required in order to enable the Union representatives to understand how such proposal was developed and determined and shall afford to such Union representatives a reasonable opportunity to be heard with regard to the proposed plan.

6.8Ed If the Union agrees with the Plan, it shall be introduced on a date to be mutually agreed upon.

6.8Ee If agreement is not reached, the matter shall be further reviewed in detail by specially designated representatives of the Union and the Company for the purpose of arriving at mutual agreement as to installation of the proposed incentive rate or plan.

6.8Ef No such new incentive plan or adjustments to any existing incentive plans shall be introduced without agreement between the Union and Company.

6.8Fa Under any adjusted incentive rate or new incentive plan installed under the provisions of this Article, the average hourly earnings for any job shall not be less than the average hourly earnings received by regularly assigned incumbents under the replaced incentive rate or plan during the three months immediately preceding installation of the adjusted rate

or new plan, provided the average performances of three-month period is maintained.

6.8Fb The term "incumbent", as used in this Article, shall be understood to mean an employee regularly assigned to a given job as of the date of the changed incentive.

6.8G Where reference is made herein to the introduction of new or adjustment of existing incentive plans, it is agreed that such plans will be developed to provide for an agreed-to amount of earnings in excess of the standard hourly wage rate in return for production above agreed-to standard norms.

6.8H *Effective as of the signing date of the Collective Agreement, the incentive bonus for incumbents of the job of inspector in the Rail Finishing Mill will be terminated and replaced by an incentive differential hourly rate equivalent to the average incentive earned in 1987 (\$2.28 per hour) which is in addition to the standard hourly rate for the job. All future inspectors will receive the same incentive differential hourly rate.*

6.9 Where female help is employed, the principle of equal pay for equal work shall apply. 15/1

6.10 Rate Book:

A copy of the rate book, as it applies to employees eligible for membership in the Union, will be supplied to the Union Executive.

6.11 Correction of Errors:

Any mathematical or clerical error made in the preparation, establishment or application of job description, job classification and the standard hourly rates resulting therefrom, shall be corrected to conform to the provisions of this Agreement.

6.12 inequity Grievances:

No basis shall exist for any employee 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, except as provided herein.

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6.13 The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated May 6, 1957, (hereinafter referred to as "The C.W.S. Manual") is incorporated into this Agreement as Appendix "C", and its provisions shall apply as if set forth in full herein. See Appendix "I" and "J".

ARTICLE 7 - HOURS OF EMPLOYMENT

7.1 The standard working shift shall be eight hours.

7.2A Wherever possible or feasible, an employee shall get his lunch so as not to interfere with continuous operations of the job.

7.2B Where it is possible to carry on the job while the employee takes his lunch, one period each shift, not exceeding fifteen minutes duration, shall be allowed for lunch. It is recognized that the time this lunch period is taken cannot be standardized throughout the Plant and the selection of the time shall be left to the Department Superintendent or his representative.

7.3A Where operations are continuous, employees are required to relieve each other on the job. If their relief does not arrive, employees are not to leave a job unattended, without permission of the foreman, or, until a replacement is provided. Where the employee is required to wait for a replacement, the additional time worked shall be paid for at overtime rates. The Company will be required to provide the replacement as soon as possible.

7.3B Men working on non-continuous operating jobs are required to start work immediately the shift opens and to continue working right to the close of the shift.

7.3C Where possible work performed by Service Departments, including the General Yard shall be so organized as to have men working on such reporting directly to the job at the beginning of each shift.

7.3D Employees of the General Yard Labor Pool who are scheduled for specific shifts, shall be given employment for

the' shifts in question, unless rearrangement of the work schedule provides for alternate shifts to compensate for the shifts lost.

7.4 It is agreed that every reasonable effort will be made to avoid having men report for work when there is no work available. However, once an employee reports for work at the start of a shift for which he is scheduled, and if for any reason beyond his control, no work is available or work on his job is discontinued and providing no other work is available he shall be paid a minimum of four (4) hours if the time worked was four (4) hours or less, or a minimum of eight (8) hours if the time worked was more than four (4) hours, but less than eight (8) hours.

7.4A An employee shall not be entitled to pay as provided in Section 7.4 if:

- (a) He has been notified by the Company not to report for work at least two (2) hours before the starting time of the shift. Such employee shall be deemed to have been so notified if the Company has called and left a message at the telephone number recorded by him at the Company Employment Office or has left a notification at his address.
- (b) He has not so recorded any telephone number.
- (c) Work is not available because of conditions over which the Company has no control.

7.5 When the usual number of men have not reported for work on operational jobs the Company agrees to make every reasonable effort to obtain replacements to bring the work force for these jobs up to strength.

7.6 Should an employee suffer a lost-time accident at work, and as a consequence be unable to continue working for the rest of his shift, he shall be paid for the full shift, regardless of the time of injury.

7.7 The standard work day shall be the twenty-four hours commencing at 8:00 a.m. and ending the following 8:00 a.m.

7.8 The standard work week shall be forty hours. The work week shall coincide with the pay week.

7.9 The standard pay week shall be from Sunday 8:00 a.m. to the following Sunday at 8:00 a.m.

7.10 Sunday shall be considered as the twenty-four hours elapsing between 8:00 a.m. Sunday and 8:00 a.m. Monday.

7.11 Nothing in these sections shall be read or construed as a guarantee of hours of work per day or week, but the sections shall serve as a basis for scheduling available work in accordance with the terms of this Agreement.

7.12 Work schedules shall be posted not later than one hour before the end of the day shift on Thursday of the preceding work week. It is **recognized** that occasions may arise that will prevent working as per posted schedules. In such an event the Department Superintendent or his representative shall meet with the Department Committee members where practical to discuss the reasons for revising the posted work schedules. The revised work schedules shall be posted as soon as possible.

7.13 A copy of all hirings, lay-offs, discharges, transfers, leaves of absence, job sequence diagrams, job vacancies and recall notices will be supplied to the local Union office as soon as reasonably possible after the same have been **finalized** by the Industrial Relations Department.

ARTICLE 8 - OVERTIME

8.1 Rate of Overtime Pay:

Overtime shall be paid for at the rate of time and one-half.

8.2 What is Classed as Overtime:

8.2A Hours worked in excess of the standard work shift shall be considered overtime, providing such extra time exceeds fifteen minutes.

8.2B Hours worked in excess of the standard work week shall be considered as overtime, Under no circumstances shall overtime be paid twice to the same man for the same hours of work.

8.2C Should an employee be called out for a job on other than his regular scheduled shift, or be called out to replace an employee who had already started a regular shift, the time so worked shall be considered overtime. If the time actually worked is less than four hours, the employee shall be paid for the actual number of hours worked at time and one-half or for four hours, whichever is the greater. If the time worked be four hours or more, the employee shall be paid for the time actually worked at time and one-half or for eight hours, whichever is the greater.

8.2Ca Except that where an employee is scheduled to work the 8-4 shift and is called out to work on the 12-8 shift immediately prior to such shift and the call out time runs into his regularly scheduled 8-4 shift he will receive time and one-half for all hours actually worked, including call out and regularly scheduled hours.

8.2Cb All continuous time worked beyond a standard shift shall be paid at overtime rates even though one or more of the shifts are scheduled.

8.2D Time worked on Sundays by those employees of the following shops, who have heretofore been similarly paid, shall be paid at overtime rates:

1. Roll Shop
2. Electrical Repair Shop
3. Electrical General
4. Locomotive Repair Shop
5. Pattern Shop
6. Outside Carpenters
7. Car Repair Shop
8. Blacksmith Shop
9. Boiler Shop
10. Pipe Shop
11. Machine Shop
12. Outside Mechanical
13. Foundry
14. Carpenter Shop
15. Combustion & Utilities Department Shop (not to include those employees on Sunday schedule).

8.2E Where employees swap shifts to suit their own convenience, any hours worked in excess of eight in one day or over forty in one week, occasioned by such swap, shall not be classed as overtime.

8.2F Any man having worked time he was normally scheduled to have off, shall not be required to take other time off in order to avoid payment of overtime.

8.2G Where a work schedule is changed during the current work week, an employee shall not be required to take time off on a day he was previously scheduled to work in order to avoid payment of overtime.

8.3 Provisions for lunch during overtime:

8.3A Where notification is given to an employee that he will be required to work overtime the following day, such employee shall make provision to bring his own lunch. Where the overtime extends beyond the four hours, the Company shall provide a lunch.

8.3B Where no previous notification as to overtime work is given, the Company will provide lunch for employees required to work more than two hours overtime.

8.3C In some cases, the Company may find that some or all of the men concerned can be permitted to go home for lunch without delaying the work. Any men so permitted shall be allowed up to one and one-half hours at overtime rates of pay to go home and return.

Should the Company find it necessary to cancel the men so permitted to go home for lunch, then the Company shall pay to these men one and one-half hours at straight time rates.

8.3D Whilst the Company must make every possible effort to supply adequate lunches as per the foregoing, it is recognized that on some occasions it may not be possible. In such instances, where the men are not permitted to go home for lunch and no lunch is provided, the employees concerned shall be paid one and one-half hours pay in addition to the pay for the time worked.

8.3E In the case of employees called out to work overtime, if such employees have not time to make provisions for bringing their own lunch, the Company will provide a lunch if the employees are required to work more than three hours.

8.4 The Company will endeavour to curtail overtime wherever possible. Normally, overtime shall be on a voluntary basis. Nevertheless, it is **recognized** that in some situations in order to keep a department, or a section of a department, in operation, the voluntary aspect of this clause cannot be adhered to.

8.5 The Company shall provide the Union with reports of overtime worked by departments, and shall meet with the Union as required to discuss overtime problems as they arise.

8.6 Overtime will, as far as practicable, be equitably distributed among the employees in the department who normally perform the work.

ARTICLE 9 - STATUTORY HOLIDAYS

9.1 There shall be eight Statutory Holidays observed. It is understood that such Statutory Holidays commence at **8:00** a.m. of the day in question and continue until **8:00** a.m. the following day. The eight Statutory Holidays observed shall be:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day (December 25)

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9.2A It is agreed that, as in the past, operations will be curtailed to a minimum on:

Canada Day
Labour Day
Christmas Day

9.2B It is further agreed that the Management has sole right to decide what units of the Plant shall operate on:

New Year's Day
Good Friday
Victoria Day
Thanksgiving Day
Remembrance Day

9.3 It is agreed that all employees ordered out to work on any of the Statutory Holidays are under obligation to do so, just as on any other working day. In order to operate the Blooming Mill normally on the first shift after a holiday during which the Open Hearth has been shut down, it is desirable to tap heats in the Open Hearth as early as possible. Arrangements regarding this phase of operations shall be conducted as they have been during the past contract, namely, by voluntary agreement between the Superintendent and the Department Union Committee.

9.4 In respect to the above-mentioned eight holidays, the following conditions shall apply:

9.4A Any employee who is required to work and does not shall not be paid anything.

9.4B Providing an employee has worked his last scheduled shift prior to and his first scheduled shift after one of the eight named holidays, or is excused from working as set forth in Article 9.7, he shall be paid a holiday bonus equivalent to eight hours pay, in accordance with the following:

9.4Ba If he is not required to work on any of the eight named holidays, he shall be paid a holiday bonus equivalent to eight hours pay at his hourly earning rate of the preceding normal working day, if plant operations are curtailed, or where plant operations are normal a holiday bonus equivalent to eight hours pay at the hourly earning rate of the job he would have worked on.

9.4Baa If an employee has established seniority (Article 11.1Ab) and he is not scheduled to work, and providing he

has worked his last scheduled shift prior to and his first scheduled shift after one of the eight named holidays or is excused from working as set forth in Article 9.7, he shall be paid a holiday bonus equivalent to eight hours pay which was established on the immediately preceding normal working day.

9.4C If he is required to work on any of the eight named holidays, he shall be paid a holiday bonus equivalent to eight hours pay, based on the straight time hourly earning rate of the job performed on such a holiday.

9.4Ca If such employee works on:

Canada Day, or
Labour Day, or
Christmas Day,

any such time worked shall be paid at one and one-half times his regular pay for the shift. The hourly rate of pay shall be the hourly earning rate for the job performed, and if it is a job which carries incentive bonus or piece work rate the hourly earning rate shall be that which was established on the immediately preceding normal working day.

If an employee works beyond eight hours on any of the **above-**named holidays, he shall be paid at the rate of time and **one-**half for all hours worked, and in addition shall receive holiday bonus pay as set forth in **9.4B** based on the number of overtime hours worked.

9.4Cb If such an employee works on:

New Year's Day, or
Good Friday, or
Victoria Day, or
Thanksgiving Day, or
Remembrance Day,

any such time worked shall be classed as straight time. The hourly rate of pay shall be the hourly earning rate for the job occupied, and if the job carries an incentive or piece work rate, the rate of pay will be based on the actual production of that day. If an employee works beyond eight hours on any of the above-mentioned holidays, he shall be paid at straight time rates, and in addition shall receive holiday bonus pay as set forth in **9.4B** based on the number of overtime hours worked.

9.4Cc In the interpretation of pay under paragraphs **9.4Ba**, **9.4Ca** and **9.4Cb** above, shift premiums shall be paid only for the hours actually worked.

9.5 Any employee not qualifying for the holiday allowance as provided for in this Section, and who works on any such holiday, shall be paid one and one-half times his regular rate of pay.

9.6 Only the actual time worked by employees on such holidays shall be reckoned in the computation of overtime for time worked in excess of a standard work week.

Hours worked in excess of eight hours on any such holidays and for which overtime rates or straight time plus a bonus shift has been paid, shall not be used in the calculation of weekly overtime.

9.7 Any employee prevented from working his last scheduled shift prior to or from working his first scheduled shift after such holiday on account of a death in his immediate family, or on account of a lost-time compensable or non-compensable plant accident, or time lost by an elected representative of municipal government required to attend an official civic function, or while serving on jury duty, or for authorized leave from work for Union business (same to be evidenced by a letter from the Union Secretary to the Superintendent of Industrial Relations attesting to same), or receives written permission to be absent, or to leave early, from his foreman, or if his absence is due to illness, accident or disability of an occupational nature or of a nonoccupational nature for which benefits are payable (or would be payable if the employee were eligible) under the welfare plan currently in effect, shall count his last scheduled shift prior to or after such holiday as those days he should have worked, as determined by his Department Superintendent.

9.8 Should an employee be called out on a Statutory Holiday for a job or to replace an employee who has already started on a regular shift, he shall be paid in the following manner:

The employee shall be paid for the hours actually worked at time and one-half, or for eight hours, whichever is the greater.

Such pay shall be in addition to whatever allowance the employee is entitled to under the provisions of Article 9 covering pay for Statutory Holidays.

ARTICLE 10 - INSURANCE AND WELFARE

10.01 Effective for employees at work on or after October 1, 1987, increase life insurance and accidental death and dismemberment coverage from \$18,000 to \$20,000.

10.02 Effective for employees at work on or after April 1, 1988, increase life insurance and accidental death and dismemberment coverage from \$20,000 to \$22,000.

The Group Insurance Plan will be amended to pay weekly indemnity benefits to the date of retirement and the weekly indemnity payment will increase from \$200 to \$300 per week.

10.03 It is agreed between the parties that the retired employees will have a rate established for their drug coverage separate from the active employees and the subsidy required to maintain their premiums will be taken from surpluses in the Group Insurance Plan. The shortfall for the year July 1/86-July 1/87 will be taken from surpluses in the Group Insurance Plan. Contributions towards the cost of the prepaid prescription drug program for active employees will be increased to maintain the present benefit, and such payments will be taken from the Insurance reserves.

ARTICLE 11 - SENIORITY

11.1 Definition of Seniority:

There are four types of seniority, each type having its application as stipulated herein. The four types of seniority are:

- A. Plant Seniority
- B. Department Seniority
- C. Section Seniority
- D. Job Seniority

11.1A Plant Seniority:

11.1Aa Plant Seniority is determined by the length of an employee's service with the Company. An employee of the Company who has never been a member of this Bargaining Unit and is transferred to a job within the jurisdiction of this Bargaining Unit shall, for the purpose of this seniority Article, commence to accumulate seniority only from the date of such transfer into this Bargaining Unit.

11.1Ab A new employee is classed as a probationary employee and has no seniority until he has been in the employ of the Company for forty-two (42) consecutive days, after which his seniority dates from the date of employment which results in the aforementioned forty-two (42) consecutive days employment.

Should an employee be laid-off before he has worked forty-two (42) consecutive days, but is rehired and the amount of time he is laid-off is less than the amount of time he has worked, his previous number of days employment shall count towards the accumulation of the forty-two (42) consecutive days employment.

Should a probationary employee suffer an accident in the Steelworks which results in lost-time, such time that he is off due specifically to that accident shall accrue to his seniority, regardless of the foregoing provisions. He will, however, continue to be a probationary employee until he has actually worked forty-two (42) days.

11.1 B Department Seniority:

11.1Ba Department Seniority is determined by the length of an employee's service in a department.

11.1Bb An employee acquires department seniority as from the date of his permanent employment into a department, either direct or by transfer from another department.

11.1Bc Where the word "department" is used in this clause of the agreement, it is necessary to refer to the division of the Plant as outlined in "Appendix B" hereto.

11.1 C Section Seniority:

11.1Ca Section Seniority is determined by the length of service of an employee in a specific section of a department: such section usually comprising jobs within the line of promotion leading to the job the employee holds.

11.1Cb The employee acquires section seniority as from the date of his permanent employment into a specific section of a department, such employment having been attained as a result of the filling of a job vacancy as per Sub-section 11.8 of this contract.

11.1 D Job Seniority:

11.1Da Job Seniority is determined by the length of service an employee has on his particular job.

11.1Db A man permanently employed on any job on the plant acquires job seniority for that particular job as from the date of his permanent appointment to that job, and for such other similar jobs as are customarily grouped under the job sequence diagrams in that particular section of the plant.

11.2 Seniority Lists

11.2A In order that there shall be available the seniority status of every employee, Plant, Department, Section and Job Seniority Lists shall be prepared.

11.2B All such Seniority Lists shall be posted not later than June 30 of each year the Agreement is in effect. A copy of all such Seniority Lists shall be supplied to the Union Office and the Department Union Committee Chairman. A copy of all Seniority Lists governing employees in any Department shall be available at all times at the office of that Department. Seniority Lists shall be made as follows:

There shall be a separate list for each Section of the Department. This list will show the seniority of every employee who holds seniority on a job in the Section. There shall also be a master list showing each employee's Plant and Department, along with his original Section and Job Seniority.

11.2C The seniority status of all employees shall be as shown on the revised 1955 seniority lists. No further change other than for omissions or typographical errors is to be made to these lists, except that employees hired since these lists were prepared and whose seniority privileges are still in effect shall have their seniority added to these lists. A copy of the revised 1955 seniority lists shall be given to the Union.

11.3 Job Sequence Diagrams:

11.3A In every department, Job Sequence Diagrams shall be prepared, designed to show by actual diagrams the proper relation of jobs and the sequence of promotion. The preparation of these Job Sequence Diagrams shall be left in the hands of the Department Superintendent and the Department Union Committee, subject to final ratification by the Union Executive and Management. There may be cases where the Department Superintendent and the Union Committee may be unable to come to an agreement on proper job sequence; such cases shall then become the subject matter for discussion between the Union Executive and Management. Every reasonable effort will be made to reach a mutually satisfactory agreement at this stage and only where it is found impossible to reach such agreement shall Management use its right to make the final ruling.

11.3B The purpose of preparing these Job Sequence Diagrams is to eliminate differences of opinion that have occurred in the past as to the definite line of promotion. It is believed that the establishment of these Job Sequence Diagrams will lead to better understanding on the part of both Management and employees of the line of job promotions.

11.3C It is agreed that wherever a job content has been changed or a job eliminated from a sequence, Job Sequence Diagrams shall be revised to show the new sequence.

11.4 Transfers

11.4A Subject to the proper posting of a Job Vacancy Notice, the following provisions shall apply to the transfer of an employee from one department to another.

11.4B In every department, employees shall be considered established for seniority purposes upon completion of three consecutive months trial in the department.

Unless, within the trial period, either the employee or the Superintendent makes known any reason why the employee should not be established in the department, the employee shall, at the end of the trial period, be automatically established. This shall not mean that an employee may not be transferred before three months have elapsed.

11.4C When he becomes established in such department, the date of his entering that department, and not the date of his establishment or change of number when being listed, shall be the date as from which his seniority is fixed. If the employee fails to become established, he shall nevertheless retain his seniority in the department in which he has previously been established and will immediately be returned to that department.

11.4D Where work of a temporary nature necessitates the transfer of an employee from one department to another, or from one section of a department to another, there shall be a written agreement between the Union and the Management as to how long the employee concerned is to remain on the temporary work without **jeopardizing** his seniority in the department or section from which he has been transferred. The foregoing has no application in respect to a **re-arrangement** of the working force arising out of curtailment of operations.

11.5 Leave of Absence

11.5A Leave of Absence for any employee must be agreed on by the parties hereto, and must be in writing, to insure reinstatement of such employees with full seniority.

11.5B It is agreed that employees leaving the employment of the Company for elected or appointed positions with the United Steelworkers of America shall be granted leave of absence during their occupancy of such positions. Such men will retain and accumulate seniority and should the occasion arise, be given a reasonable opportunity to qualify for whatever

job their seniority would entitle them to hold. The Union shall hereafter notify the Management in writing of the necessity for granting any such leave of absence, and that leave of absence shall be covered by a letter from Management to Union.

11.6 Forfeiture of Seniority

11.6A All seniority shall be forfeited and an employee or ex-employee on returning to the Company shall be treated in all respects as a new employee if,

11.6Aa He voluntarily quits his employment.

11.6Ab He is discharged for just cause.

11.6Ac He is discharged for being absent from work for ten consecutive work days without reasonable excuse for his absence. This is not to include an employee actively pursuing a claim under the Worker's Compensation Act, Weekly Indemnity or U.K., providing the employee provides evidence to the Company within the specified ten days that he is pursuing such claim and is unable to return to work.

11.6Aca Following a leave of absence he fails to report to work or he fails to receive an extension following a leave of absence.

11.6Ad After being instructed to report for work following a lay-off, he fails to do so within seven (7) days (living in Nova Scotia); or fifteen (15) days (living outside of Nova Scotia) of the mailing of a Registered Letter to his last known address on file at the Employment Office of the Company. There may be some cases where due to geographical location, etc., such as working aboard a ship and on having to give his present employer a specific period of notice before terminating his employment: then in **such cases** the Union and Management by agreement will give the required time to report back. This shall be in writing, signed by both parties. If no agreement is reached on the extended time then the time limits set out above will apply. Any notification of a change of address must be addressed to the Employment Office of the Company, be in writing, and signed by the employee concerned.

11.6B Department seniority shall be forfeited if at the time of discharge from the plant a man has less than five years such seniority, and the period between the date of discharge and the date of rehiring exceeds such seniority.

11.6C Section seniority shall be forfeited if at the time of discharge from the plant a man has less than five years such seniority and the period between the date of discharge and the date of rehiring exceeds such seniority.

11.6D Job seniority shall be forfeited if at the time of discharge from the plant a man has less than five years such seniority, and the period between the date of discharge and the date of re-hiring exceeds such seniority.

11.6E Seniority forfeited under Section **11.6Aa**, **11.6Ab**, **11.6Ac** and **11.6Aca** of this Agreement may be restored in whole or in part by written agreement between the Union Executive and Industrial Relations Department.

11.7 Application of Seniority

11.7A Seniority has application in any rearrangement of the working force. If such rearrangement of the working force involves promotion, excepting to supervisory confidential positions, the following factors shall govern, and all supervisors must pay particular attention so that the provisions herein are applied:

(a) Ability to perform the work.

(b) The appropriate seniority.

Where the two factors are relatively equal, seniority becomes the determining factor.

It is **recognized** that the determination of the employee's qualifications rests with the Management. An improper exercise of this function may be made the subject of a grievance.

11.7B It is agreed that employees occupying jobs in a **recognized** promotional sequence shall accept promotions as the opportunity occurs, unless in the opinion of Management the reason for declining a promotion is due to lack of ability

or for reasons of health or age. Where an employee declines a promotion for reasons other than those stated, the employee who advances over him shall hold seniority rights on the job advanced to and all senior jobs in line of promotion, and if demoted due to a reduction in force he shall be senior in job and section seniority to the employee who had declined the promotion.

11.7Ba Where an employee declines a promotion for justifiable reasons in accordance with **11.7B**, the employee who advances over him shall hold seniority rights on the job advanced to and on all senior jobs in line of promotion, but when demoted due to a reduction in force he shall revert around the employee who had declined the promotion.

11.7Bb Employees who declined promotion prior to the signing date of the **1969** Agreement (July 2, **1969**), shall be red-circled and retain the Job and Section seniority they had acquired under the terms and conditions of the **1965-67** Collective Agreement.

After the signing date of the **1969** Agreement (July 2, **1969**), these employees shall be subject to the provisions of **11.7B** and **11.7Ba** but will not revert to lower positions than those in which they are red-circled at the date of the signing of the **1969** Agreement (July 2, **1969**).

11.7C Employees failing to qualify for a promotion or having previously failed to qualify for a promotion, or having refused to promote, shall not be prevented from bidding for promotion should another vacancy occur.

11.7D If an employee, complaining that his job, section, department or plant seniority has been violated by the promotion of an employee with a lower degree of seniority, fails to file his complaint within thirty (**30**) days of the date on which the other employee received the promotion, he will forfeit his claim to the job covered by the promotion, except that in the case of an employee who is absent because of sickness, accident, or vacation, the period of thirty (**30**) days shall run from the date of his return.

11.7E Where the rearrangement of the working force arises out of a curtailment of or expansion of the working force because of changing business conditions or the introduction of new equipment or processes, then the rearrangement of the working force is governed by the appropriate seniority provisions.

Where Job Seniority is equal, then Section Seniority will be the governing factor. Where Section Seniority is also equal, then Department Seniority will be the governing factor, where Department Seniority is also equal, then Plant Seniority will be the governing factor.

11.7F Where the rearrangement of the working force is caused by absenteeism, sickness, accident, vacations, and other such temporary happenings, then it is recognized that the regulations herein governing rearrangements of the working force cannot be strictly adhered to. Temporary vacancies shall be filled as far as practical by the employees next in line of promotion.

Where a temporary vacancy occurs due to a report-off on a shift, the next employee in line of promotion in that section capable of doing the work must move up to fill that vacancy if need be for the balance of the weekly schedule unless health reasons prevent him from doing the job. The next scheduled posting will indicate the employee required to fill the temporary vacancy.

Should the above necessitate a temporary increase in a Department labour force, the increase must be accomplished by taking the senior men available in the General Yard Labour Pool capable of performing the work that is required to be done.

If there are ten or more shifts available due to the above temporary happenings, the increase in Department labour force will be accomplished by recalling the next man eligible for recall to that Department.

11.7G Where more men report for work in a Section or a Department than there is work available for them in that sec-

tion, the junior men in the section shall revert to the Department Labor Pool. If no work is available in the Department Labour Pool to absorb these additional men, the junior men in the Department Labor Pool shall be sent to the General Yard Labor Pool for any work that might be available. If there is not sufficient work available in the General Yard Labor Pool to absorb these additional men, then these men, sent temporarily to the Yard Labor Pool from their respective Departments, shall be sent home.

11.7H Where work of a temporary nature requires the hiring of additional men to the General Yard Labor Pool for a short period of time (not over thirty calendar days), any such men who are former employees cannot exercise department seniority in any department throughout the plant unless during that period a *vacancy* occurs in the department in which the individual holds department seniority rights and is entitled under department seniority regulations to return to his department. This applies to all departments except the General Yard where a vacancy must occur in the section in which the individual holds seniority rights and be the next man to return under section seniority regulations. If the men are retained for over thirty days they shall be eligible to exert their department seniority and must be put back in their respective places in the department on the next scheduled shift change, this in order not to unduly disrupt the schedules of the shifts. However, once a man returns to his department under either of the above conditions he is entitled to immediately exert section and job seniority and shall be given a reasonable opportunity to qualify for whatever job his seniority would entitle him to hold in his promotional sequence.

in any of the above conditions if a man is scheduled to return to his former department except in the General Yard where section seniority shall apply, and a plant lay-off occurs and the effective date of the lay-off is before the individual has worked his first scheduled shift in his department or General Yard section, he shall be considered as being in the Surplus Labor Pool and be treated accordingly.

11.7J Job Seniority

11.7Ja Job seniority is the appropriate seniority to apply where a rearrangement of the working force is confined to men employed on one specific class of job only.

11.7Jb An employee displaced from a job due to a curtailment of operations shall relinquish all the seniority on that job unless he returns to such job within seven days of being required and being so notified by the department superintendent in writing that work is again available for him on the job from which he was displaced. A copy of such notice shall be sent to the Union office and the Superintendent of Industrial Relations.

11.7Jc An employee who is demoted from his job for any reason other than as outlined in Section 11.7Jb, shall relinquish his seniority on that job.

11.7Jd Forms recording the forfeiture of Job Seniority shall be completed by the Department Office and signed by the Department Superintendent or his representative, the employee and the Chairman of the Department Union Committee. A copy of same shall be given to the Employee, the Department Union Committee, the Union Office and the Industrial Relations Department.

11.7Je Should such employee subsequently be assigned to that same job he shall start as a new employee on that job.

11.7K Section Seniority

11.7Ka Section Seniority is the appropriate seniority to apply where a rearrangement of the working force is confined to men employed in one specific section of a department.

11.7Kb An employee displaced from a section due to a curtailment of operations shall relinquish all the seniority in that section unless he returns to such section within seven days of being required and being so notified by the Department Superintendent in writing that work is again available for him in the section from which he was displaced. A copy of such notice shall be sent to the Union office and the Superintendent of Industrial Relations.

Should an employee be returned to his section for less than 5 shifts in any one week, he shall not exercise his section seniority rights during this period. This does not apply to regular scheduled shifts.

11.7L Department Seniority

11.7La Department Seniority is the appropriate seniority to apply to the rearrangement of the working force in a specific department, as follows:

11.7Lb In the selection of men required to increase the working force of a section of a department.

11.7Lc In the selection of men to be laid-off from a department as a result of curtailment of the working force of that department.

Employees laid-off from a department as a result thereof shall revert to the General Yard Labor Pool and shall be entitled to such work as is available on the basis of plant seniority. Such an employee shall have the right to apply for any posted job vacancy on the same basis as other General Yard employees. Where such an employee applies for and is accepted to fill a job in answer to a vacancy notice, he shall relinquish all seniority in the department from which he was removed when he reverted to the General Yard, unless he returns to his own department within seven days of being required in that department, and being so notified by the Department Superintendent that work is again available for him in his former department. Such notification from the Department Superintendent shall be in writing, with a copy being sent to the Union office and to the Department of Industrial Relations.

The foregoing applies not only to the employee while he is retained in the General Yard working force, but also if after joining the General Yard force, he is subsequently transferred to some department other than the one from which he originally came.

If the employee returns to the department from which he was displaced, he shall relinquish any other department seniority which he may have acquired.

11.7M Plant Seniority, Lay-off and Recall

11.7Ma Plant Seniority is the appropriate seniority to apply where the re-arrangement of the working force involves the discharge from, or the employment to, the working force of the plant as follows:

11.7Mb When additions to the plant working-force are required and employees with seniority in good standing are available they shall be re-called in the order of plant seniority.

If any re-called employee is physically impaired so as to make him unfit for the work immediately available, his case shall be discussed by Union and Management in an endeavour to place such employee on some job within his capabilities and to which his seniority rights would entitle him.

11.7Mc In the event of a curtailment of the plant working force requiring the discharge of employees, the Company will proceed in cooperation with the Union Executive, to rearrange the working force so as to place, where possible, senior plant employees (providing they can properly perform the work required) on jobs held by the junior employees in the plant.

The Company will, where it is practicable, meet with the Union in advance of the lay-off so as to minimize or avoid the laying off of the senior plant employee who can properly perform the work required.

It is recognized that the determination of the employees' qualifications rests with Management. An improper exercise of this function may be made the subject of a grievance. This Article shall not apply to employees registered and employed as apprentices, except as provided for in Appendix "D", Apprentice Training Agreement.

11.8 Filling Job Vacancies

11.8A Job Vacancies may arise in any of the following ways:

11.8Aa By creation of a new job.

11.8Ab By death, resignation, discharge, or transfer of an employee for whose job no regular promotion sequence existed.

11.8Ac By the death, resignation, discharge or transfer of an employee occupying a job in a regular promotion sequence. In this latter case, when employees are moved up to fill the gap, the job vacancy shall be the junior job left vacant after promotions have been made.

11.8Ad When a job vacancy is expected, due to a transfer, termination of employment, etc., and there are no employees in that Section or Department trained to properly perform the job: a Job Vacancy Notice shall be posted at a reasonable date prior to the job becoming vacant. This will give the Company time to select a suitable applicant for the job and provide an opportunity for the applicant to become familiar with the duties of the job. Such job vacancy shall be posted and processed as provided for in Section **11.8B**.

11.8Ae In the event an employee or employees are accepted under a Job Vacancy Notice and the job advanced to is combined with another job or jobs, or is eliminated completely, then in such cases the man involved shall have the right to **revert** to his former position "with full seniority rights" if the job duration is ninety (**90**) calendar days or less.

11.8B When a job vacancy occurs in a section of a department, a notice shall be posted on the department bulletin board. Applicants from the department concerned will be given first consideration. Job Vacancy Notices will be posted at all clock locations on the Plant to fill whatever vacancy exists in a department of the Plant as a result of a selection to a job vacancy posted in any plant department.

Notwithstanding the foregoing, an employee who applies to a Job Vacancy Notice out of his department, and he is the successful applicant and is transferred from one department to another, must remain **12** months in that department before he is eligible to apply to a Job Vacancy Notice out of that department; OR An employee who is the successful applicant in filling a Job Vacancy in another department and who decides that he does not wish to remain in that department under Section **11.4B** will not be eligible to reapply for a transfer out of his department for **12** months. However, an employee who fails to establish in that department under Section **11.4B**

and is returned to his former department by the Company will be eligible to reapply to a Job Vacancy Notice the day following his return to his former department.

11.8Ba Once a job vacancy has been filled, and if for any reason an employee selected to fill that vacancy ceases to be employed at that job, or if additional vacancies occur, a new job vacancy notice will be prepared and the procedure outlined in Article **11.8B** will be followed.

11.8Bb Two copies of the Notice shall be sent to the Department of Industrial Relations, who shall in turn forward one copy to the Union office. The notice will state the job to be filled and any requirements in connection therewith. Each department office will carry application forms. Any employee desiring to apply for the advertised job shall fill in an application form and mail it to or leave it with the Chief Clerk of the department in which the vacancy exists. Job Vacancy Notices will be posted for a period of seven days (Sunday excluded), and no application will be considered which is not in the hands of the Chief Clerk on the ninth day following the first day of the posting of the notice.

11.8C Employees accepted for a job in a department under a Job Vacancy Notice shall be considered as establishing seniority in that department on the expiration date of the Job Vacancy Notice. This will also apply to employees sent from the General Yard **Labor** Pool to a department where sufficient applicants have not applied under the Job Vacancy Notice.

11.8Ca Employees accepted for a job within a department under a Job Vacancy Notice shall be considered as establishing seniority in the Section concerned on the expiration date of the Job Vacancy Notice.

This will also apply to employees sent from the Department's **Labor** Pool to a Section where sufficient applicants have not applied under the Job Vacancy Notice.

11.8Cb Employees applying and being accepted for a job within a Section shall be considered as establishing seniority on that job from the expiration date of the notice.

Employees who have not elected to move up into a job but are placed on that job shall be deemed to have established seniority on such job from the expiration date of the notice.

11.8D Where an employee has been awarded a job, either by promotion or appointment, there will be a try-out period for a reasonable length of time, but no longer than three (3) months. Should the employee fail, in the opinion of the Department Supervisory officials, to make good any time during the trial period, he will have the right to return to his former job without loss of seniority.

11.8E Immediately following the filling of a job vacancy, Form **295** will be completed showing the names, check numbers and seniority of those who applied to fill the vacancy and showing those who were selected. Two copies of Form **295** will be forwarded from the originating department to the Industrial Relations Department one of which will be forwarded to the secretary of the Union. A copy of Form **295** will also be posted on the department bulletin board.

11.9 Seniority Retained Outside the Bargaining Unit

As of July 2, 1969 any promotion to the rank of foreman or to other confidential position, or transfer to another United Steelworkers of America bargaining unit with the Company, shall not be restricted by seniority, nor made the subject of a grievance. Should the Company decide that such an employee is no longer required on the job or jobs, to which he was promoted or in the other bargaining unit to which he was transferred, he shall be returned to the bargaining unit of Local **1064** and shall retain seniority on the following basis:

- (a) If he remains in the same department or under the supervision of the same Superintendent while performing the confidential job to which he was promoted or while in the other bargaining unit to which he was transferred, he shall retain and accumulate all seniority and be given a reasonable opportunity to qualify for whatever job his seniority would entitle him to hold upon his return to Local **1064** bargaining unit.

- (b) If he does not remain in the same department or under the supervision of the same Superintendent while performing such confidential job, or while he is employed in the other bargaining unit, he shall retain and accumulate only plant seniority upon his return to Local 1064 bargaining unit.
- (c) If an employee under the terms of (a) above elects for personal reasons of his own to return to the bargaining unit of Local Union 1064 he shall not have the right to displace another employee within the job or section from which he was promoted or transferred.

11.10 Exclusion from Seniority Provisions

Specific jobs may be set apart from seniority considerations by agreement between the Management and the Union Executive for employees who shall have become incapable of performing the job on which they have established seniority due to an accident in the course of their employment on this plant or through War Service, or through illness, or old age.

ARTICLE 12 - ADJUSTMENT OF GRIEVANCES

12.1 Should differences arise between the Company and Union or its members employed by the Company as to meaning and application of the provisions of this Agreement, such differences shall be settled in accordance with the provisions of this Article.

12.2 Only differences between the Company and the employees involving the application and interpretation of the provisions of this Agreement shall constitute a grievance and be taken up in the grievance procedure herein outlined, and an earnest effort shall be made to settle such differences immediately under these terms.

12.3 GRIEVANCE PROCEDURE

Step 1 - Any member or members of the Union having a grievance shall first take the matter up with his Foreman. The employee has the right to be accompanied by his Department Union Committee man. The Foreman shall give a decision as soon as possible, but not later than twenty-four hours (Satur-

days, Sundays and Holidays excluded) from the time the grievance was taken up with him. Failing satisfactory settlement, the grievance will follow Step 2.

Step 2 -Should the Department Union Committee decide that the employee's grievance is a proper one they shall, within forty-eight hours of receiving the Foreman's decision (Saturdays, Sundays, and Holidays excluded) give notice of appeal to the Department Head or his representative. The Department Head or his representative shall arrange a meeting and give his decision, as soon as possible, but not later than forty-eight hours after the notice of appeal was given to him (Saturdays, Sundays and Holidays excluded).

Step 3 - If the grievance is not satisfactorily settled at Step 2, the aggrieved party and/or the Department Union Committee shall within forty-eight hours of the Department Head's decision (Saturdays, Sundays and Holidays excluded) reduce the grievance in writing, using Form No. 924, Sheet 1, which shall then be handed to the Chief Clerk of the Department. The Department Head will have Form No. 924 completed showing thereon all prior decisions. Within twenty-four hours (Saturdays, Sundays and Holidays excluded) of the delivery to the Chief Clerk of Form No. 924, the Department Head or his representative will review the completed form with the Department Union Committee, following which a copy will be give to that Committee and a copy forwarded to the Superintendent of Industrial Relations.

Step 4 - The Superintendent of Industrial Relations or his representative shall have five days (Saturdays, Sundays and Holidays excluded) following receipt of Grievance Form No. 924, to make such investigations as are needed in respect to the particular grievance. Within this five day period a meeting shall be arranged between the Superintendent of Industrial Relations or his representative and the Union Executive to discuss the grievance. Not later than twenty-four (24) hours following such meeting the Superintendent of Industrial Relations or his representative shall render his decision on Form No. 924, Sheet 2, a copy thereof shall be sent to the Union Executive, Chairman of the Department Union Committee and the Department Head.

Step 5 - Should the Union Executive, after receiving a copy of the decision of the Superintendent of Industrial Relations, and within seven days of such receipt, decide that the employee's grievance is a proper one and that the previous decision is not satisfactory, they shall so notify the Manager, Industrial Relations, and arrange with him for a meeting to discuss the grievance. The Manager, Industrial Relations, will give a decision in writing as soon as possible, but not later than three days (Saturdays, Sundays and Holidays excluded) after the hearing.

Grievances shall be subject to review by top management before proceeding to Umpire if the **grievor** so wishes.

Step 6 - If no agreement is reached, either party to this Agreement shall have the right to refer the matter to an Umpire, to be appointed in accordance with the provisions of this Agreement.

12.4 Time limits in the Grievance Procedure may be extended by mutual agreement of the parties to this Agreement.

12.5 If the Union decides that a grievance is of a **general** and urgent nature, it may next be discussed by the Department Union Committee directly with the Department Head. Upon failure of the Department Union Committee and the Department Head to agree to settle the issue, it may be appealed by the Union Executive to the Superintendent of Industrial Relations. The Department Union Committee shall not use this privilege to circumvent Step 1 of the Grievance Procedure in circumstances other than those described above.

12.6 Decisions reached by agreement at any step of the grievance procedure, including that of the Umpire, if referred to him, shall be binding upon both parties, providing such agreement is within the confines of the Collective Agreement.

12.7 Any difference between the Company and the Union relating to the interpretation, application, or administration of the Co-operative Wage Study Manual, including any question whether a matter is **arbitrable** or where an allegation is made that the Manual has been violated, shall be resolved in **ac-**

cordance with the above Grievance Procedure, but shall be initiated at Step 4 of Section 12.3

12.8 There shall be one Committee to represent the employees working in each Department,

12.9 Each Department Committee shall consist of not more than six members who shall be employed in that Department.

12.10 The duties of the Department Committee shall be confined to the adjustment of disputes between the Department Head and the employees in their Department.

12.11 Any member of the Union Executive or any member of a Department Union Committee desiring to leave his work for the purpose of attending Union business shall first apply for and receive permission from his Foreman to do so.

12.12 Permission for such time off as is required to conduct Union business will be granted without pay.

12.13 Meetings between the Senior Management and other Company representatives and the Union Executive shall be held at a time mutually agreed upon. Matters proposed to be discussed at any such meeting shall be listed on an agenda to be supplied by the party requesting the meeting, to the other party, not less than twenty-four hours before the time for which the meeting is arranged. International Officers or accredited representatives of the United Steelworkers of America may participate in any such meeting.

ARTICLE 13 - UMPIRES

13.1 The Umpire shall be appointed and paid jointly by the Union and the Management.

13.2 The Umpire, when requested to do so, shall sit in on discussions of grievances arising under this Agreement between Management and the Executive of the Union. Grievances which are submitted to the Umpire shall be accompanied by a memorandum of discussions on the case or cases, together with briefs from both sides.

13.3 The Umpire may then ask any questions he wishes of the Union Executive or Management, which might tend to clarify the case or cases under dispute. Subsequent to the hearing and prior to the Umpire rendering his decision under Article 13.4 hereof, the Company or the Union may request a further hearing with the Umpire with the view to clarifying its respective position on the case or cases under dispute. For the purposes of this subsequent hearing, the Union shall appoint a representative to present its position and the Company shall also appoint a representative to present its position.

13.4 The Umpire shall render his decision within ten days from the time the case or cases are referred to him.

13.5 The duties of the Umpire shall be confined to the adjustment of grievances in accordance with the terms and conditions of the Agreement. The Umpire may nevertheless decide whether or not retroactive wages are payable because an employee has been deprived of wages as a result of a violation of the agreement and, where such violation involves disciplinary action resulting in loss of wages, whether the disciplinary action should be modified if in the opinion of the Umpire the extent of the discipline is unreasonable in relation to the offence.

13.6 Should the parties be unable to agree on the selection of an Umpire, the Provincial Minister of Labour shall be requested to make the appointment.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINARY ACTION CASES

The Union recognizes that the Company has established plant rules and regulations which are not contained in the Collective Agreement. Such rules and regulations will be subject to revision from time to time and the Union Executive will be informed in writing of any such revisions before they are put into effect. A manual containing these rules and regulations shall be made available to each employee.

14.1 The right to discharge or otherwise discipline employees shall remain at the discretion of the Company, except that no

discharge or disciplinary action shall be made without just cause. Management will endeavour, where it is practical, to arrange for the employee involved in disciplinary action to meet with his supervisors before the discipline becomes effective. The employee may be accompanied by his Department Union Committeeman, if he so elects. It is **recognized** that there are situations which will not provide the employee the opportunity for a hearing prior to discipline; in such events the Company will notify the Union as soon as possible thereafter of the employee involved and the discipline imposed.

14.2A The Company's normal procedure in disciplining men is, first, warn the employees concerned in writing. A repetition of the offence or another offence by the same employee automatically involves suspension. The length of such suspension is to be at the discretion of the Department Superintendent, but is not to exceed two weeks. A further repetition or offence automatically involves discharge. There are some offences which automatically involve/either suspension or discharge on first offence.

14.2B Six months after the ^{9/11}issuing of a format first warning, the warning so given for the purpose of this section shall be automatically cancelled. In cases where an employee has been given a second disciplinary warning which involves suspension, such second disciplinary notice shall be automatically cancelled after twelve months.

14.2C Discharge of a probationary employee shall not be made subject of a grievance except in case of allegation of discrimination or **favoritism**.

14.2Da ABSENTEEISM: In recognition of the difficulty imposed upon Management and members of the Union through failure of some employees to comply with working schedules, an employee absenting himself from work shall give prior notice to the Company whenever he expects to absent himself from work. The agreed method is outlined in **19.7Aa** of this Agreement.

14.2Db If an employee absents himself from his regular scheduled work without giving sufficient prior notice to that effect, he shall not return to work until he has reported to his Department Superintendent or his representative.

14.2Dc It is not the intention of this absenteeism clause to impose any additional hardship on employees for absence due to circumstances beyond their control.

14.2Dd Repeated violation of this clause may result in formal warning, followed by suspension and, finally, discharge for additional violations.

14.2E GRIEVANCE PROCEDURE: In the event that an employee shall be discharged or otherwise disciplined, and such employee believes that he has been dealt with unjustly, such discharge or disciplinary action shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided, under the rule of this Agreement, that an injustice has been dealt an employee with regard to the discharge or disciplinary action, the Company shall reinstate such employee with compensation for the time lost at his regular rate of pay. All such cases shall be brought to the attention of the Department Superintendent within one (1) week of the date of discharge or disciplinary action.

ARTICLE 15 - CHECKOFF

15.1 The Company agrees to make deductions for Union dues. Deductions shall be made only upon presentation to the Company of a card signed by the employee in the presence of a witness who has also signed.

15.2 It is mutually agreed that any deduction cards signed and presented to the Management after the signing of this contract shall be irrevocable. It is also agreed that signed deduction cards which are already in the possession of the Company are irrevocable.

EXCEPTION: Union employees promoted to confidential positions.

15.3 Deduction of Union dues from employees' wages and remittance of same to the Union shall be continued as heretofore, subject to revision of the method of carrying out same at any time during the agreement if so desired by either Union or Management, and such revision being mutually agreed to.

ARTICLE 16 - CHANGES IN EQUIPMENT

16.1 The Company may improve present equipment or processes or install new equipment, either as a substitute for or in addition to present equipment, in any part of the Sydney Steel Plant and to make whatever adjustments or arrangements in the working force it may consider necessary or justified as a result thereof.

16.2 The Company agrees to discuss any major proposed changes with the Union and to give every consideration to placing men displaced by such action on other work when possible. Such placements, however, are not to interfere with other employees' seniority rights except as otherwise stated in this Article.

16.3 In the event of a permanent shutdown of a Department or because of disruptions due to technological change, the parties may mutually agree to waive the application of seniority to prevent an injustice being done to senior employees. Should such an occasion arise, the Company and the Union by mutual agreement, will attempt to rearrange the working force with the view to giving some measure of job security to senior displaced employees, providing they can properly perform the work required.

16.4 Where technological change, new processes or improved methods of work are introduced, the Union **recognizes** and accepts that reductions in the work force will be necessary and that these will be carried out in accordance with the terms of this contract including the seniority provisions.

16.5 In order to reduce the impact of displacement from a job due to technological change or new processes, an eligible employee will be entitled to assistance in accordance with the following:

16.5A Eligibility

To be eligible, an employee must fulfill all of the following conditions:

- (a) He is displaced from a job due to a technological change which resulted in his displacement from that job description.

An employee displaced as a result of a more senior employee exercising his seniority rights under the provision of this article shall not be eligible.

- (b) He has occupied a job or jobs in the department throughout the six (6) months immediately preceding the date that such displacement occurred.

16.5B An eligible employee must accept the job paying the highest rate of pay to which he is entitled and qualified to receive under the terms of the Collective Agreement during the benefit period.

16.5C An eligible employee will be paid for hours worked at a job class nearest to the average hourly earnings paid for all straight time hours worked by him during the 14 weeks immediately preceding the date of his displacement, or his actual earnings of any job which he occupies during the benefit period, whichever is greater. The benefit will commence at the beginning of the pay period following the pay period in which the employee became eligible.

16.5D An eligible employee will be entitled to have his earnings maintained for one week for each year of credited service.

16.5E An eligible employee whose age plus credited service equals 85 or more and who cannot be placed in another job or cannot be trained for another job will be separated from employment and granted one week's severance pay for each year of credited service but not beyond date of retirement and will continue to accrue pension benefits until he retires.

16.6 An employee who is displaced from his job due to technological change or new processes and who requires

training or retraining and it is determined by the Company, in consultation with the Union, that the employee is capable of absorbing such training will be referred to the Manpower Assessment Incentive Agreement Joint Consultative Committee for an appropriate programme of training.

16.7 The Company will maintain a continuous review, in order to determine the actual or potential displacement of employees from jobs, which may result from the progress of the Plant Rehabilitation Program, and agrees to keep the Union fully informed as far in advance as possible.

ARTICLE 17 - SAFETY FIRST AND HEALTH

17.1 It is mutually agreed that both Union and Management will co-operate to the fullest possible extent towards the prevention of accidents and the promotion of Safety First and Health.

17.2 The Company shall continue to make reasonable provisions for the safety and health of its employees at the Plant during their hours of employment, this to include the supply and proper care of protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury.

17.3 The Company agrees, when necessary, to improve existing and to install new heating and ventilating systems as circumstances permit.

17.4 At least one member of the Department Union Committee shall be required to attend all Safety First meetings of the Department.

17.5 Investigations must be held into the cause of all lost time accidents. The Investigating Committee shall consist of the Safety Department Supervisor or his representative, the Department Superintendent or his representative, a member of the Department Union Committee and a member of the Union Executive. In the event of a fatality the full Department Committee (where practical) and members of the Union Executive will attend. The Safety Supervisor shall see that all

members of the Investigating Committee shall be given sufficient notification of the time and place at which the investigation is to be held.

17.6 It is agreed that any investigation held for the purpose of determining the cause for either property or bodily damage where Union members are involved shall be attended by a member of the Union Committee of the Department concerned.

17.7 Recognizing the importance of department safety meetings in the safety education of employees, departments should endeavor to rotate the attendance of employees at these meetings in a manner so that each employee in the department will attend at least one safety meeting a year.

17.8 Recognizing the need of more safety discipline on the Plant, department safety meetings should appoint a committee to investigate outstanding unsafe hazards in their departments and, if necessary, to make recommendations for the adoption of compulsory safety rules to decrease unsafe practices. The Committee shall include the Department Head, the Safety Supervisor or his representative and a member of the Union Committee.

17.9 Where any Safety recommendation has been made, either by the Department Safety Meetings or the Safety Supervisor in connection with the adoption of compulsory safety rules, the Department Superintendent and the Department Union Committee are empowered to consider such recommendations and formulate compulsory safety rules for the department, subject to ratification by Management and the Union Executive.

17.10 All employees shall wear safety shoes, hardhats and safety glasses while at work unless medical advice indicates that the employee concerned cannot wear such shoes, hats or glasses.

17.11 Infractions of duly approved compulsory safety rules shall result in an official warning. Repeated violations will result in suspension.

17.12 Union and Management, including employees, members of the Union Committees and all classes of supervisors, shall co-operate in the enforcement of rules for safety and cleanliness. To this end, a joint Union-Management Safety and Health Committee shall be established. 10/1

17.13 **Alcoholism and Drug Addition** - Without detracting from the existing rights and obligations of the parties **recognized** in other provisions of this Agreement, the Company and the Union agree to co-operate at the plant level in encouraging employees afflicted with alcoholism or drug addiction to undergo a **co-ordinated** program directed to the objective of their rehabilitation. See Appendix "H".

17.14 **Safety Shoes** - Effective January 1, 1986, the Company will pay one-half the cost of one pair of safety boots per year up to a maximum of \$35.00

The Company will pay 100% of the cost of one pair of approved Lineman Electrician's safety shoes per year.

ARTICLE 18 - SUPPLEMENTARY UNEMPLOYMENT FUND

The parties mutually agree that:

- (1) The S.U.B. Fund will be **utilized** to pay the present minimum total and permanent disability pension of **\$540/month** by supplying to the pension fund sufficient contributions to provide the additional benefit.

The payment of such total and permanent disability pension will be in accordance with the terms, conditions and procedures of the Non-Contributory Union Pension Plan.

- (2) The S.U.B. Fund will also be **utilized** to provide **other benefits** agreed on by the parties. 30/12 10/1

- (3) The disability pension is effective as of October 1, 1984, and is payable to current recipients under age 65 and those who may qualify for such a pension on or after October 1, 1984.

ARTICLE 19 - VACATIONS WITH PAY

19.1 The principle underlying the giving of vacations with pay to employees is that it is recognized to be in the interest of an employee's health and plant efficiency that employees should have each year a period of rest from their regular duties, and that such rest should not occasion any loss in the employee's standard pay expectations. Standard pay is not to include shift premiums.

19.2 In computing the vacation period for each employee, consideration shall be given to the number of shifts the employee actually worked in the calendar year preceding the year in which the vacation is taken, and to the employee's length of service with the Company determined by his seniority date.

19.3 An employee cannot earn enough credits for a vacation unless he has been employed a sufficient part of a full calendar year to build up the necessary number of days at employment as specified in the following tables:

19.4A Table for Vacations scheduled in 1988:

Service to December 31/87	Credited Shifts in 1987	Vacation Ent.
35 years or more	252 or more	7 weeks
35 years or more .	236 to 251	6 weeks
35 years or more .	222 to 235	5 weeks
35 years or more .	208 to 221	4 weeks
35 years or more .	194 to 207	3 weeks
35 years or more .	180 to 193	2 weeks*
35 years or more .	166 to 179	1 week *
35 years or more .	165 or less	nil *
30 years or more .	252 or more	6 weeks
30 years or more .	236 to 251	5 weeks
30 years or more .	222 to 235	4 weeks
30 years or more .	208 to 221	3 weeks
30 years or more .	194 to 207	2 weeks*
30 years or more .	180 to 193	1 week *
30 years or more .	179 or less	nil *
21 years or more .	252 or more	5 weeks
21 years or more .	236 to 251	4 weeks
21 years or more .	222 to 235	3 weeks
21 years or more .	208 to 221	2 weeks*
21 years or more .	194 to 207	1 week *
21 years or more .	193 or less	nil *
12 years or more .	252 or more	4 weeks
12 years or more .	236 to 251	3 weeks
12 years or more .	222 to 235	2 weeks*
12 years or more .	208 to 221	1 week .
12 years or more .	207 or less	nil *
5 years or more .	252 or more	3 weeks
5 years or more .	236 to 251	2 weeks*
5 years or more .	222 to 235	1 week .
5 years or more	221 or less	nil .
1 year or more	252 or more	2 weeks*
1 year or more	236 to 251	1 week *
1 year or more	235 or less	nil *

Employees with less than 5 years service who have actually worked 234 shifts will qualify for full vacation.

'As per Collective Agreement or 4% minimum and equivalent time off as per Nova Scotia Vacation Pay Act.

19.4A Table for Vacations scheduled in 1989:

Service to December 31/88	Credited Shifts in 1988	Vacation Ent.
35 years or more	252 or more	7 weeks
35 years or more	236 to 251	6 weeks
35 years or more	222 to 235	5 weeks
35 years or more	208 to 221	4 weeks
35 years or more	194 to 207	3 weeks
35 years or more	180 to 193	2 weeks*
35 years or more	166 to 179	1 week *
35 years or more	165 or less	nil *
30 years or more	252 or more	6 weeks
30 years or more	236 to 251	5 weeks
30 years or more	222 to 235	4 weeks
30 years or more	208 to 221	3 weeks
30 years or more	194 to 207	2 weeks*
30 years or more	180 to 193	1 week *
30 years or more	179 or less	nil *
21 years or more	252 or more	5 weeks
21 years or more	236 to 251	4 weeks
21 years or more	222 to 235	3 weeks
21 years or more	208 to 221	2 weeks*
21 years or more	194 to 207	1 week *
21 years or more	193 or less	nil .
12 years or more	252 or more	4 weeks
12 years or more	236 to 251	3 weeks
12 years or more	222 to 235	2 weeks*
12 years or more	208 to 221	1 week *
12 years or more	207 or less	nil .
5 years or more	252 or more	3 weeks
5 years or more	236 to 251	2 weeks*
5 years or more	222 to 235	1 week *
5 years or more	221 or less	nil .

1 year or more	252 or more	2 weeks'
1 year or more	236 to 251	1 week *
1 year or more	235 or less	nil *

Employees with less than 5 years service who have actually worked 234 shifts will qualify for full vacation.

*As per Collective Agreement or 4% minimum and equivalent time off as per Nova Scotia Vacation Pay Act.

19.5 When a Statutory Holiday occurs within an employee's vacation period, he shall have the option of an extra day's vacation pay or an extra day off with pay providing circumstances permit. The option of an extra day off must be specified by the employee prior to starting his vacation. The extra day's pay will automatically be paid if the employee fails to notify management of his desire to have an extra day off prior to starting his vacation.

19.6 The standard work week and standard work shift, as defined elsewhere in this Agreement, shall apply to vacation periods.

19.7 Shifts lost on account of the following shall be credited to the employee as shifts worked:

19.7A Providing the employee has given notice as provided herein for his intended absence from work, he shall receive credit for such absence when occasioned by bona fide sickness up to 90 working days in one calendar year. To obtain such credit he must carry out the following regulations:

19.7Aa An employee must report his intended absence from work to the Plant telephone operator No. 562-3224. Such telephone call must be received at least one hour before the start of the shift and the employee must give his name, check number, the department in which he is employed, the shift on which he is expected to work, the name of his foreman and the reason for his absence and how long he intends to be off.

19.7Ab Immediately following his return to work, the employee will be advised by his immediate supervisor if his

absence from work is not acceptable to the Company and he will be given a copy of completed form **242** revised stating the number of shifts which have not been granted as vacation credits. Employees whose absence is not acceptable will be advised forthwith by the Department Head or his representative of what steps he must take to satisfy the Department Head or his representative as to his absence to have form **242** revised rescinded. If he is requested to produce a Doctor's Certificate, same must be produced within twenty-one days of receiving form **242** revised. Shifts worked in excess of five in any work week will automatically be credited.

19.7Ac On completion, one copy of Form **242** revised will be given to the employee concerned, one copy will be forwarded to the Industrial Relations Department, and one copy will go to the Union, and one will be retained at the Department.

19.7B Shifts lost by members of Union Executive or Committee attending to Union duties, same to be evidenced by letter from Union Secretary to the Superintendent on Industrial Relations attesting to same.

19.7C A man reporting for work and being sent home due to lack of work shall be credited with having attended work for the day or days concerned.

19.7D Time away from work on vacation, Statutory Holiday, jury duty, or time lost by an elected member of Municipal Government attending Municipal meetings (same to be evidenced by a letter from a responsible Municipal authority). *Scheduled shifts lost because of a death in an employee's immediate family as per Clause 19.7G.*

19.7E The Company will pay an employee who may be required to serve as a juror in any court of law in the county in which he resides, the difference, if any, between the amount paid to him for his jury service and his normal straight time earnings for scheduled shifts actually lost as a result of such jury service. The employee will present proof of service and of the amount of pay received.

Payment for the above jury service shall cover the period of the day reporting for jury service to the day of dismissal from jury service inclusive.

19.7F An employee subpoenaed to give evidence at a **hearing** on the Company's behalf will be paid at his regular rate exclusive of premiums for all hours lost from his scheduled shift(s).

19.7G 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 (a) five consecutive days including the day of the funeral for spouse, son or daughter; (b) a maximum of three consecutive days including the day of the funeral for mother, father, sister, brother, mother-in-law, father-in-law, stepparents, grandparents and grandchildren; (c) a maximum of one day to attend the funeral of aunts, uncles, sister-in-law and brother-in-law.*

Where any of such days fall on a scheduled working day for the employee, he shall be paid a bereavement allowance for each day equivalent to 8 times his hourly rate earned by him in the preceding pay period.

19.7H Time away from work for any other reason may be subject to review.

19.8 Vacation shall be scheduled by the Management in such a way as not to unduly impair or impede the operation of the Steel Plant. Where an employee has earned three weeks vacation or more and is scheduled for such vacation during the period June 1 to September 15, he shall not be entitled to take more than three weeks of that vacation during the above period. This shall not mean that where conditions permit, he may not have his full vacation during such period.

19.9 Employees shall be paid for their vacation in accordance with the following:

19.9A If an employee at the time he takes his vacation is established on a job paying a fixed hourly rate with no tonnage bonus incentive, he shall be paid at the same rate for his vacation hours.

19.9B If an employee at the time of his vacation is normally scheduled to work on more than one job weekly, and providing those jobs pay fixed hourly wage rates without incentive bonus,

then he shall be paid for his vacation in accordance with the same working schedule and at the rate of wages applying to these jobs.

19.9C If an employee at the time of taking his vacation is employed in the General Yard Labour Pool or in a similar classification in any of the other departments, he shall be paid at the nearest job class to his average hourly earning rate calculated from the first pay period of the current year up to the fourth last pay period prior to taking his vacation. Shift differential will not be included in the average hourly earning rate.

19.9D If an employee at the time of taking his vacation is established on a job where the rate of pay includes tonnage incentive bonus, that employee shall be paid at his average hourly earning rate for the year to date up to the end of the last completed month prior to vacation, or at the evaluated hourly wage for the job on which he is established at the time of his vacation, whichever is greater.

19.10 Employees shall not be paid for vacations not taken, except under special circumstances.

19.10A Any man laid-off and recalled due to fluctuations in operations shall have vacation credits accumulated for all the shifts he has worked in that year. His vacation in the following year will be based on the Vacation Table outlined in Section 19.4 taking into consideration his vacation service and the number of shifts he has lost and not accounted for as provided in the Clauses of Section 19.7. After such consideration and providing he has qualified for vacation he will be given one-twelfth vacation for each twenty-one credited shifts.

If such an employee after being laid-off and in the current year decides to sever his connections with the Company he shall be paid the amount due him in lieu of vacation calculated as in the preceding paragraph.

19.10S If an employee leaves the service of the Company of his own accord or is dismissed for cause at a time when an unusual period of vacation with pay stands to his credit,

he shall be paid the amount due him in lieu of vacation to the end of the previous calendar year.

If such an employee has worked sufficient days during the current year to qualify for either one, two, three, four, five, six, or seven weeks under the table herein he shall be paid the requisite amount in lieu of vacation or to whatever entitlement is due him under the Nova Scotia Vacation Pay Act.

19.11 The Company will pay a 5% vacation bonus in addition to regular vacation pay for those employees who take vacation in months other than prime time. Prime time is considered to be the period beginning June 1 and ending September 14 inclusive.

ARTICLE 20 - PENSIONS

20.00 The Company and the Union agree that the "Non-Contributory Pension Plan" now in effect will be amended to provide a basic pension payment of \$16.50 per month for each year of credited service to a maximum of 40 years. For this purpose and for purposes of the supplementary pension, years during which an employee made contributions to the 1955 contributory pension plan will be recognized as credited years of service.

Total and permanent disability pensions will be paid in accordance with the terms and conditions of the "Non-Contributory Pension Plan" and will be increased where applicable as per Article 18 of this agreement.

The new level of basic pension benefits will be effective as of October 1, 1987, and payable to employees who retire on or after that date.

Early Voluntary Retirement for employees, as spelled out in the pension agreement, will continue in effect and employees who elect such retirement will receive a basic pension based on credited service accrued to the actual retirement date. In addition to the basic pension amount, there will be paid a supplement of \$16.50 per month for each year of service with the Company to a maximum of 30 years. The supplementary pension payment will only be paid to the normal retirement date

of age 65 or when the recipient is qualified for Old Age Security and Canada Pension. The total pension payment for the "Non-Contributory Pension Plan 1968" for employees who elect an early voluntary retirement will be the sum of the basic pension at actual retirement date plus the amount of the supplement.

The terms and conditions of the "Non-Contributory Pension Plan" will be set out in the text of the pension agreement attached hereto as Appendix "E".

20.01 The Company agrees to provide a compassionate pension for employees who have a disabling illness and are considered unemployable at Sysco and have attained at least age 55 with a minimum of 25 years of service. Employees granted a compassionate pension will receive the full basic pension and the supplement. Applications will be received by a two-man committee consisting of one representative of the Industrial Relations Department and the Area Representative of the United Steelworkers of America. They will have the right to call on medical and other evidence and make recommendations to the Pension Committee. The Pension Committee will have the final responsibility to authorize payment of the pension, but as far as practical, will do so on the basis of the two-man committee report.

20.02 *Employees may retire on an unreduced pension after 35 years service regardless of age.*

20.03 At retirement, employees with a minimum of 30 years plant seniority, who were laid off prior to January 1, 1968, due to lack of work, will have such periods of layoff up to a maximum of 48 months credited to them in determining their retirement pensions.

20.04 *Effective October 1, 1987, recipients of Total and Permanent Disability pensions will not have such pensions reduced by pensions received from Workers' Compensation.*

20.05 *Effective October 1, 1986, employees will be entitled to a deferred vested pension following 10 years service and attaining 30 years of age.*

20.06 *The Corporation agrees to give retiring employees the option of taking vacation prior to the actual retirement date or working to their retirement date and having their vacation paid in a lump sum.*

ARTICLE 21 - STRIKES, LOCKOUTS, ETC.

21.1 (a) The Company agrees, that during the term of this agreement, that they will not declare or cause a lockout with respect to any employee bound by the Collective Agreement or on whose behalf the Collective Agreement was entered into; and (b) during the term of the Collective Agreement, no employee bound by the Collective Agreement or on whose behalf the Collective Agreement has been entered into, shall go on strike and no bargaining agent that is a party to the agreement shall declare or **authorize** a strike of any such employee.

21.2 It is the intent of Management, once this contract is signed, to hold meetings of all supervisory staff, at which the different clauses of the contract will be explained. This is in an endeavour to arrive at a uniform, fair and equitable interpretation of the contract in all departments and by all supervisors.

21.3 Action by Supervisors, contrary to the spirit and intent of this contract, which might have the effect of provoking discord or irritation between employees and Management, will not be tolerated.

ARTICLE 22 - OBLIGATIONS

22.1 All provisions and terms of this agreement are **herby** mutually agreed to by and between the Sydney Steel Corporation, - and all members of Local Union **1064**, United Steelworkers of America, and signed by the representative of the parties hereto who have been duly **authorized** to execute the same on behalf of the Sydney Steel Corporation, - and on behalf of Local Union **1064**, United Steelworkers of America, respectively.

22.2 That the **fulfillment** of this Agreement and that of any subsequent joint Agreement entered into shall be fully observed by the International Union and the Officers of Local **1064**,

United Steelworkers of America and the Company, and it is their duty to see that all such Agreements are carried out both in the letter and spirit.

ARTICLE 23 - TERMINATION OF AGREEMENT

23.1 The terms and conditions of this Agreement shall continue in effect until April 1, 1989, and shall be automatically renewed from year to year thereafter, unless, at least **(30)** days prior to any expiration date, either party notifies the other in writing of its desire to reopen the Agreement, in which event, the Agreement shall terminate on *April 1st* immediately following receipt of such notice. In the event either of the parties serves the requisite notice herein provided, this contract shall remain in full force and effect until such time as it is superseded by a new Agreement or until negotiations towards a new contract are broken off.

APPENDIX "A"

JOBS AGREED UPON AS BEING CONFIDENTIAL

Managers
Superintendents
Assistant Superintendents
General Foremen
Assistant General Foremen
Foremen
Assistant Foremen
Trainee Foremen
Master Mechanics
Assistant Master Mechanics
Chief Clerks
Chief Inspectors
Assistant Chief Inspectors
Inspector - Car
Yardmaster
Assistant Yardmaster
Dispatcher
Trackmaster
Rollers: Blooming Mill, Billet Mill, Rail Mill
Chief Engineers: Power House Turbos
Car Expediter
Chief Storekeeper

Assistant Chief Storekeeper
Metallurgical Department - All jobs not now included in the
Bargaining Unit jurisdiction of Locals 1064 and 6516.
Junior, Senior and Student Engineers
Plant Protection Department -All jobs not now included in the
Bargaining Unit jurisdiction of Locals 1064, 6537, and
1675.
Administrative and Management Staff

APPENDIX "B"

DEPARTMENTS OF THE PLANT

Blast Furnace
Open Hearth
Heavy Mills
No. 3 Boilers
Electrical
Mechanical
Railway
Docks
Metallurgical
Warehouse and Bricksheds
Bricklaying Operations
Roll Shops
General Services
Plant Protection
Combustion & Utilities
Oxygen Plant
Mobile Equipment
Continuous Caster

APPENDIX "C" C.W.S. Manual
APPENDIX "D" Apprentice Training Agreement
APPENDIX "E" Pension Agreement

APPENDIX "F"

The Company will provide prescription glasses to operators of mobile equipment, locomotive engines, overhead cranes, transfer cars, hot cars, and coke pushers.

The Company will replace prescription glasses for those employees covered above when an optician's examination indicates corrective prescription lens are required.

The Company will replace prescription glasses for a qualified employee who damages or loses his glasses as the result of an on-Plant accident. Such employee must report the accident to his immediate foreman as soon as possible.

The Company will not replace prescription glasses for an employee who loses or damages his glasses through carelessness or negligence or as a result of not wearing safety equipment provided by the Company for their protection.

For all employees not qualified in the above, the Company will supply credit orders to employees requiring prescription glasses enabling them to purchase the glasses at a discount. Arrangements for payment through payroll deduction will continue to be available.

APPENDIX "G"

WORK PERFORMED BY OUTSIDE CONTRACTORS IN PLANT

Work on the Plant will be done by Company employees to the maximum extent compatible with the interests of the Plant and its workforce as a whole. However, it is **recognized** that there are special and temporary jobs for which it is necessary to bring outside personnel or equipment in.

The Industrial Relations Department are responsible for ensuring that the Union Executive are fully aware of current routine practice and that any abnormal cases are brought to the Union Executive's attention and explained in advance and that there is no change in the general policy of keeping all such outside work to the practical minimum.

In all cases except where time and circumstances prevent it, the Plant Management will hold advance discussion with Local Union representatives prior to the signing of a contract. In this

discussion, Management is expected to review its plans or prospects for letting a particular contract. The Local Union should be advised of the nature, scope, approximate dates of the work to be performed, and the reasons (equipment, manpower, etc.) why Management is contemplating contracting out the work. At such times Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of attendant circumstances.

Every effort will be made in good faith to reach understanding and agreement, but if this is not always possible, Management cannot evade its ultimate responsibility for decisions.

APPENDIX "H"

ALCOHOLISM AND DRUG ADDICTION

The following disciplinary procedures are applicable to all employees with a minimum of three years seniority as follows:

STEP 1 - Verbal Warning - Supervisor is to notify employee that any future infraction will result in a written warning. A record of the verbal warning is to be kept on file.

STEP 2 - Written Warning - Supervisor is to review employee's record with him. Employee is to be asked to explain reasons for such a record. If, at this time, there is any indication of an alcoholic and/or drug problem, the employee is to be referred to the Joint Management-Union Counselling Committee. The Committee will recommend that the employee be referred to the Cape Breton Rehabilitation Center for a period of assessment. The employee will be advised that following the assessment, he is expected to follow the prescribed program set down.

STEP 3 - Suspension - In all cases where a suspension is handed out because of absenteeism and/or work performance, *the employee's record will be discussed with him, and if there is an indication of a drug or alcoholic problem, representatives of the Joint Committee will be called into a meeting with the*

Department Head and the employee, and the procedure as specified in Step 2 will be followed.

If such assistance is refused, the employee must be told that the next offence will result in his immediate discharge. Step 4 will be by-passed.

If the employee seeks assistance and shows a sincere effort in overcoming the problem, but for some reason has a reoccurrence down the road, he will be considered for Step 4.

STEP 4 - Suspension - Minimum of 6 months - If an employee follows Step 3 as outlined, but fails on his attempt to resolve the problem, and is further subject to discipline, the employee will be suspended *for a period of six (6) months*. The employee must immediately seek counselling to control his addiction. Prior to being reemployed, the employee must prove to the satisfaction of the Joint Committee, through various local institutions, that he resolved the problem. *If unusual progress is evident after three months, a review will be carried out by the Joint Committee at that time or later. If the Committee is satisfied that the employee has indeed overcome his affliction, the employee may return to work before the six months but will be subject to the remaining provisions of Appendix H.*

If, after a period of **12** months, the **employee** shows no signs of recovery, his employment will be terminated. If the employee shows signs of improvement during the first twelve (**12**) months, but the Joint Committee feels the employee is not ready for reemployment during this period, an extension of six (**6**) months will be permitted. There will be no loss of job seniority if an employee is **re-employed** following these suspensions.

STEP 5 - Discharge - An employee will be discharged if:

- (a) Work record so dictates and employee has refused help in Step **3**.
- (b) Employee has not controlled the problem within eighteen (**18**) months under Step **4**.

Reinstatement

An employee who is reinstated to his employment under Step 4 and whose absenteeism and/or work performance is again unsatisfactory will not be covered by this policy but will be disciplined under Article 14 of the Collective Agreement.

Note: If the work attendance and performance record of an employee who has been reinstated to his employment under Step 4 is total/y satisfactory to the Company for a period of two (2) or more years, he can be subject to consideration under Step 3 of this Appendix if his absenteeism and/or work performance again becomes unsatisfactory.

APPENDIX "I"

ESTABLISHMENT OF ELECTRONIC TECHNICIAN

Effective the signing date of the Collective Agreement, a new trade will be established of Electronic Technician at J.C. 22, which encompasses the scope and requirements of the existing Electronic Repairman (J.C.18) and instrument Repairman (J.C.16). This new trade will on/y be applicable to the new electric arc, /ad/e refining and continuous caster area.

Senior employees, who possess the ability to undertake the required skills training, will be given the opportunity to qualify for the new trade. Any of the present incumbents who may not qualify for the new trade will be red-circled at their present Job Class as long as they continue to be employed by the Corporation.

APPENDIX "J"

INCLUSION OF TACK WELDING

Effective the signing date of the Collective Agreement, the Company agrees to pay the under-mentioned six trades two (2) ad-

ditional job classes for the inclusion of tack welding which is necessary for the advancement of their own job.

(1) The trades of Industrial Electrician and Wireman Electrician to include burning and tack we/ding;

(2) The trades of Boilermaker, Industrial Mechanic, Rigger-Ironworker and Pipefitter to include tack welding.

All necessary training to be provided by the Company.

Signed and dated at Sydney, on the 16th day of March, 1988.

FOR THE COMPANY

E. A. Boutilier
Don Coleman
W.J. Penney
Errol Pretty
Doug Ross

FOR THE UNION

Robert Young
Andy Gillis
John Callaghan
Clifford Boutilier
Charlie MacDonald
G. Kiley
Bill MacNeil
Leon Colford

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