

# COLLECTIVE AGREEMENT

between

**IRON ORE COMPANY  
OF CANADA**



and

**UNITED STEELWORKERS  
OF AMERICA**



**Local 5795**

Labrador City  
**Newfoundland & Labrador**

March 1, 1990  
(1990 - 1993)

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ended at 25/04/91 CR*

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THIS AGREEMENT made this **18th** day of April, **1990**.

**BETWEEN**

**IRON ORE COMPANY OF CANADA, a Corporation duly incorporated, hereinafter called «the Company»**

**OF THE FIRST PART,**

**AND**

**UNITED STEELWORKERS OF AMERICA (Local 5795), a voluntary non-incorporated organization of employees hereinafter called «the Union»**

**OF THE SECOND PART.**

WHEREAS by a certificate issued by the Newfoundland Labour Relations Board dated the **14th** day of October **1959**, the Union is certified as the bargaining agent for «**a unit of employees of Iron Ore Company of Canada, Carol Project, comprising all hourly rated production and maintenance employees, except students, supervisors and those above the rank of supervisor**».

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto mutually agree as follows:

## ARTICLE I

### PREAMBLE

1.01 - The present Agreement is for the **purpose** of setting wage **rates**, hours of work and other working conditions as set out **in** this Agreement.

## ARTICLE II

### SCOPE OF THE AGREEMENT

2.01 - The **words «employee» (he or she) or «employees»** wherever used in this Agreement, shall mean **respectively** any **employee** or **employees** included in the **unit** of employees specified in the **decision** of the Newfoundland Labour Relations Board dated October **14th, 1959**.

2.02 - The words **«student» or «students»** wherever used in **this** Agreement shall mean respectively any person or persons who have been admitted to a college or university and are employed by the {Company during the regular holiday period of **the** institution to which they have been admitted for study.

**2.03 - Supervisory personnel and employees** excluded from the bargaining unit shall **not** perform work on hourly-rated jobs **where** the effect is to deny an employee of the bargaining unit work for **which** he would otherwise be available. It **is** understood that the above **mentioned** excluded personnel will not perform the work of a regular employee of the bargaining **unit** except where such work arises:

- 1) **Due** to the work **being incidental** to their **duties**.
- 2) In emergencies or where an absence would stop work sequences. **These «fill-ins»** would necessarily be of short duration.
- 3) For experimental work or to **instruct** or train employees on new **and** changing operations.

If supervisory personnel or other employees excluded **from** the bargaining unit perform work in violation of **this** paragraph and the job classification and **the** work can reasonably be identified, the Company shall pay a **grievor** working in the same job classification, the applicable standard hourly wage rate for the time involved or for four **(4)** hours, whichever is

greater. Should the **grievor** be an employee who is working outside the job classification as specified above, then the employee working or available for work, with the least overtime in that job **classification**, should be paid as outlined above. The **Union** will be advised of such payment.

## **ARTICLE iii**

### **MANAGEMENT RIGHTS**

**3.01 - The Union recognizes the** right of the Company to (operate and manage! its business in all respects in accordance with its commitments and responsibilities. The hiring of employees, the **location** of the plants, the **direction** of the working forces, **the** scheduling of working hours **and production, the** methods and processes used, the right **to** decide on the number of employees needed by the **Company** at any time, and the right to use improved or changed methods; , **machinery** and equipment, and jurisdiction over all operations, plant machinery, tools and employees at its mines and plants are solely and exclusively the responsibility of the Company, except as specified by the terms of this Agreement.

**3.02** - The Company has the **right** to make and alter from time to **time** reasonable **rules** and regulations, to be observed by the employees. New or **modified** rules and **regulations** of general application shall be published ten **(10)** days after being sent to **the Union** by **registered** mail. At the request of the **Union**, a meeting to explain and discuss **these** rules and regulations will be held no later than five **(5)** days before **they are put into** effect.

**3.03** - **The Union acknowledges that it is** the function **of** the Company to promote, classify, train, test, transfer and schedule employees, and also the **right** of the Company to suspend, demote, discipline or discharge any employee for just and sufficient cause. Any **exercise** of the rights and functions specified in this paragraph and in **paragraph 3.02** in conflict **with** any of **the provisions** of this Agreement shall be subject to **the provisions** of the grievance procedure set **forth** in Article VII and Article **X**.

#### ARTICLE IV

#### RECOGNITION OF THE UNION

**4.01** - The Company **recognizes** the **Union** as the exclusive **bargaining** agent for **all** employees in the bargaining unit above described.



4.02 - The parties hereto mutually agree that any **employee** of the Company covered by this Agreement **may** become a **member** of the Union ~~if he wishes to do so, or may refrain from becoming a member of the Union, however, all employees will pay the equivalent of dues~~ as Indicated In **paragraph 4.04 a).**

4.03 - The Company and the Union agree that **no** employee and no member **of the** family of any employee shall in any manner be discriminated against or coerced, restrained or unduly Influenced on account of **membership** or non-membership in any labour **organization**, or by reason of any activity or lack of activity in any labour **organization**, or by reason of race, creed, colour, sex, age, political or religious beliefs or **personal** prejudice.

4.04 a) - The Company agrees that it will **deduct** from **the** earnings of each employer?, in each month, an amount of money equivalent to the dues **authorized** by the 'constitution **of** the United Steelworkers of America. The Company **will** remit the amounts so deducted to the financial secretary of the Union by the fifteenth **(15th)** of the month following **deduction**.

**b) - The Union agrees to indemnify the Company of any recourse in damages or otherwise against the Iron Ore Company of Canada for making the above deduction and payments during the term of this collective agreement.**

**c) - Should the Union advise the Company within fifteen (15) days of receipt of the Union dues list that dues have been deducted incorrectly, the Company will correct the errors on a subsequent payroll. If the employee has terminated in the interim, the Company will be held responsible for reimbursing the correct dues for that employee to the Local.**

**d) - Bargaining unit employees hired after the signature date of this collective agreement will sign the following authorization: «I, the undersigned, do, of my own free will and accord, hereby authorize and direct the Iron Ore Company of Canada to deduct monthly from my net earnings an amount of money equivalent to the dues authorized by the constitution of the United Steelworkers of America».**

e) - Each month, the **Company** will furnish the Union with a list showing the **employees** who have been **hired**, terminated, laid off, recalled or transferred out of the **bargaining** unit, and the **dates** on which employees have **been** recalled or **laid** off. **Such** list will indicate the name, badge number **and** occupation of the employees **concerned**. in **the** case of employees who have been hired, the **Company** will furnish the **Union** with the hiring date and local address; changes of address will also be **supplied**.

**4.05** - There will be no Union activities on Company time or Company work area, except as provided in **this** Agreement.

**4.06** - If the Union desires to **post** notices with the exception of notices of convocation of meetings and of the list of officers, they shall be first **submitted** to the **management** for approval. Neither the Company nor the Union shall make any **change** in such notices thereafter. Bulletin boards will be provided by the Company for notices and no notice shall be posted except on such boards.

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4.07 - During the life of this Agreement, the Company will grant leave of absence without pay to employees for the purpose of attending Union courses, conventions, conferences and committee meetings. Such leave, if granted, shall not exceed an aggregate of fifty-two (52) weeks (365 days) in any year. In order not to interfere with the efficiency of operations, where eight (8) or less employees are in a classification no more than one (1) employee in the classification will be granted leave at the same time; where nine (9) or more employees are in the classification, not more than two (2) employees will be granted leave at the same time. In total not more than nine (9) employees will be granted leave at one time.

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The Union agrees to give at least one (1) week's notice, in writing to the Company requesting such leave and designating the employees for whom it is desired., Request for three (3) days or more must be submitted to the Labour Relations Department. Request for less than three (3) days must be taken to the department supervisor and the employee involved must obtain permission from this person. Such leave will not be arbitrarily denied.

4.08 - Number not used.

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**4.09** - 'The Company will grant leave of absence ~~without pay during~~ the life of this Agreement for the purpose of ~~working full time for the International Union,~~ the Newfoundland and Labrador Federation of Labour or the **C.L.C.** under 'the following conditions:

- a) not more than one **(1) employee** may be on such **leave** at one time;
- b) the leave must be for a period of not less than two **(2)** months or for not more than the life of the Agreement;
- c) not more than three **(3)** such leaves will be **granted**;
- d) the **Union** agrees to give at least two **(2)** weeks' notice, in writing, requesting **such** leaves or **extensions** thereof;
- e) it is understood that request for such leaves or extensions thereof will not be arbitrarily denied, however, the efficiency of operations must be **taken** into account.

**4.10** - Regular scheduled shifts lost by employees for **authorized** leave of absence on Union **business** will count as shifts worked for the purpose of computing overtime. Overtime hours **refused** by employees on account of Union **business** will not be debited under the **provisions** of paragraph **11.04**.

## ARTICLE V

### PROBATIONARY EMPLOYEES

**5.01** - A probationary employee shall be one engaged with a view ~~to~~ becoming a regular employee. <sup>5.</sup>  
If after **sixty (60) calendar days** employment ~~since his most recent date~~ of hire his services are satisfactory in ~~the~~ opinion of the Company, his name shall be placed upon the Company **seniority** list and classified seniority **list** where applicable as of the date of his **first** shift since his **most** recent date of hire and he shall be considered a regular employee.

**5.02** - During the sixty **(60)** day period of probation, he shall have no seniority rights under this **Agreement** and there shall be no **responsibility** for the Company to retain in employment or to **re-employ** such person **in** the event he **is** released and the **Company** shall be free to release such person.

**5.03** - If a probationary employee wishes to discuss with management a complaint including the termination of his employment, he **can do** so at a meeting, with **the** assistance of the Union if he so desires.

**5.04** - Probationary employees who are terminated due to lack of work, who **at time** of termination **request** in **writing** (a copy of the request will be given to the employee **and** the Union) to be **re-hired** and who are **re-hired** **within** one **(1)** year of termination, will be allowed to count **the** probationary period last accrued towards completion of the probationary period set **out** in paragraph **5.01**.

## ARTICLE VI

### SENIORITY

**6.01** - Seniority shall be **one** of the factors considered with respect to employees within the bargaining unit in cases of job selection and, subject to **6.07**, **6.11** and **6.21** shall be the governing factor in cases of layoff due to curtailment of work and recall after layoff.

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## Company and **Classified Seniority**

**6.02 - There will be two (2) types of seniority lists maintained:**

- a) a Company list **setting forth the** dates on which **the employees** began their continuous service with the bargaining unit;
  
- b) **classified** lists **setting forth the** dates upon which employees became classified in the **job, including apprentices** and learners. Employees who hold Company seniority shall be placed on the **classified list** as of the date of **posting** of their name as the successful applicant for the job. Where two **(2)** or more bidders are selected on the **same job posting**, classified seniority dates will be listed in the order of Company seniority. The classified seniority list will also indicate **Company seniority**.

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**6.03 - Classified** seniority shall include the following job classifications:

a) Operations:

1. Blaster
2. Drill **Operator** - Production
3. Shovel Operator
4. **Mobile** Crane Operator
5. Environmental Technician

b) Maintenance:

1. Automotive Mechanic
2. Electrician **Transmission** Maintenance
3. Carpenter
4. Electrician
5. Machinist
6. Mechanic
7. Painter
8. Pipefitter
9. Welder
10. Electronic Repairman
11. Power Engineer

**6.04** - Each employee shall hold **rights** in **only** one **(1) classified seniority** list at any given time, except in cases where the employee is laid off **from** another classified job at which time the **employee** shall retain recall rights **and** classified seniority to such Job. it is understood that when **the** employee accepts or declines recall to such job, the **employee** shall then hold recall rights In only one classified seniority list.

Promotion

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**6.05 a)** - Applications **for** promotion will be accepted from regular employees who meet the minimum requirements For the **Job**. **Seniority shall** be the determining factor after employees have successfully demonstrated:

- i) ability to perform the work as appraised by written and/or **practical** job tests which are **fair, equitable and related** to the job;
- ii) physical fitness,.

**6.05 b)** - An employee who fails to **qualify** under the **provisions** set out in this Article and Article **13** may be **accompanied** by a person of his choice **when** reviewing **his** theoretical test results.

## Layoffs and Recalls

**6.06** - In cases of layoff due to curtailment of work other than the layoff of apprentices, the **junior** employee in the **classification** so affected will be laid off. It is understood that in learner classifications, layoff will **begin** in the lowest class and employees in a higher job class cannot be laid off before all employees in the lower job class are laid off. Apprentices will be laid off by **classified** seniority **beginning** with apprentices in **Group I** which **comprises** training periods **1** through **4**. Apprentices in Group II, that is, in training periods higher than period 4 will also be laid off according to **classified seniority** but cannot be laid off until all apprentices in Group I have been laid off.

## Displacements



**6.07** - in cases of layoff due to curtailment of work, the **employee** laid off may **displace** an employee with **less Company seniority** in the non-classified group. Such an employee will be required to meet the current **qualifications** for the standard rate of the job unless he has been employed by the Company in the job at the standard rate within the past **thirty-six (36) months**. If the machinery has been changed, the employee shall receive a **five (5) day familiarization** period should **it** be necessary.

**6.08** - in **cases** of layoff due to **curtailment** of work, the laid off employee cannot exercise his **seniority** to displace an employee with a higher rate.

**6.09 a)** - No notice **of layoff** in accordance with **6.09 b)** is required in cases **where** the curtailment of work results only in the displacement of employees but **no** actual reduction in force. In such cases, the Company will post **the** jobs and the number **of** employees **directly** affected by the curtailment **five (5)** days in advance of layoff. Such displacement will be **carried** out by order of seniority.

**b)** - In all cases of layoff of regular employees from the bargaining unit due to a curtailment of work, employees will be given **fourteen (14)** <sup>26</sup><sub>010</sub> **days' notice** by posting a **notice** stating the **number** of employees **and** job classifications directly **affected** by the **layoff**. if such notice is not given, the Company will reimburse the affected employees for the **regular** shifts they **would** have worked had such notice been given. Any delays of three **(3)** days or less caused by the **displacement** procedure or by emergencies or reasons beyond the control of the Company shall not be subject to the grievance procedure. Copy of **the** fourteen **(14)** day notice will be sent to the **Union**.

**6.10 a)** - An employee notified of **his layoff** in accordance with paragraph **6.09 b)** who refuses to exercise **his seniority**, when contacted by the Company during the period of notice, will be considered as having accepted his layoff.

**b)** - An employee on leave of absence at time of **layoff** other than a leave granted **under 6.12 vi)** or 'vii), will be notified of his change of status' and such **an** employee must exercise his seniority **within two (2)** days after termination of the leave of **absence** as granted, otherwise he will be considered as having accepted his layoff.

**c)** - Employees laid off from a job, when exercising **their** seniority in **accordance** with the provisions of **sub-paragraphs a) and b)** of this paragraph **6.10**, will have the opportunity to obtain from the personnel office the information the employee deems necessary which will **enable** him to **displace** in accordance with the rights they have acquired under the collective **agreement**.

#### Recalls

**6.11 a)** - in cases of recall, the **procedures** in paragraph **6.06** will be followed In reverse, taking into **account** paragraph **6.11 b)** provided the employee meets the current **qualifications** for the job.

b) - it is **understood** that there are cases where senior employees are **unable to acquire** recall rights to certain jobs equal to or lower than their **regular** jobs because of the process of layoff.

in **such** cases, at time of layoff, employees **who** are unable to displace **and** maintain employment in accordance with article **6.08** will be given **recall** rights to all non-classified **jobs** of **equal** or lower rate, **taking** into consideration bids under the **open posting procedure**, provided they meet the current **qualifications** for the **standard** rate of the jobs.

For such jobs the employee **will** be considered for **recall** according to his length of continuous service. Such recalls will **remain** in force until the (employee is recalled to his regular job at which time the **employee** shall be obligated to return to his regular occupation from which he was **originally** laid off. Recalls shall take **place** according to the provisions of paragraph **6.13**.

Due to the details involved, the Company will not be **liable** for any financial **obligation** as a result of **errors** arising out of the administration of this paragraph until seven (**7**) days after the **filing** of 'the grievance calling **attention** to the errors.

## Termination

**6.12 - An employee shall be terminated for any of the following reasons:**

- i) if the employee quits;;
- ii) if the **employee** is **discharged** for just and **suff icient** cause and is not reinstated pursuant to the provisions of the **grievance procedure**;
- iii) if he **is** absent without leave for a period of three **(3)** consecutive scheduled **shifts** of work, which case shall **be construed** as a quit as of the **day** before the commencement of such absence, unless the reasons which prevented the employee from requesting such leave of **absence** are judged valid by the Company;
- iv) number not used;
- v) **layoff** by the Company due to **curtallment** of operations for thirty-six **(36)** consecutive months;

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- 'vi) if an employee **is** unable to return to work within **thirty-six (36)** months of the **commencement** of his **non-compensable** sickness, Injury or other disability, in the case of an employee who has **less than two (2)** years' service;
- vii) **If an employee** Is unable to return to work after exhaustion of **Company Long Term Disability** benefits In the case of **an employee with** more than two **(2)** years **service.**

**6.13 a) - Layoff due to curtailment** of work shall not constitute a termination provided that the **employee** notifies **the Labrador** City personnel **office within five (5)** days of the date of receipt of the recall **notice advising** whether or not he intends to accept, If he advises that he accepts, he will be obligated to return to work **within fifteen (15)** clays of notice of recall.

**b) - Recalled employees** will have **fifteen (15)** days from **the** day work is commenced and during which the personnel office Is open to obtain information relative to their last layoff and **current** recall. Saturdays, Sundays and holidays are excluded from the fifteen **(15)** day period noted **above.**



c) - An employee recalled to work for a period of less than **thirty (30)** days may refuse such a recall. The employee who refuses such a recall will keep all rights to a subsequent recall. Due to the details involved, the Company will not be liable for any financial obligation as a result of errors arising out of the **administration** of this paragraph.

### **Disabled** Employees

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*also*  
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6.14 a) - Employees who, **by** reason of minor disability, advancing age or other causes are **unable to maintain** necessary standards of **efficiency** or safety for the job, **may be** moved to some **other** job for which they are **qualified** and in such cases, the employee **will** be treated as being laid off **and** paragraph **6.07** or **6.08** will **apply**.

b) - it is understood and agreed that an employee **may** present a grievance if he **feels** that his qualifications for a job to which he alleges he is entitled have not been properly assessed.

c) - The Company agrees to discuss with the Union the placement of employees who, due to minor disability, **advancing age or** other causes are subject to the provisions of this paragraph.

d) - An employee whose driver's license is suspended will be **treated** as being laid off and the **provisions** of paragraph **6.08** will apply. When the license ~~is~~ reinstated, the provisions of paragraph **6.11** will apply. It is understood that this **Article applies only to those employees** whose **occupations** may require them to operate a vehicle in areas covered by provincial highway regulations.

### **Open Posting**

**6.15 a) - Applications** of regular employees for any bargaining unit job above job **class** 2 can be **filed** at any time during regular office hours at the personnel office on forms furnished by the Company. A duplicate copy of the form will be returned to the employee. The Company will advise the applicant in writing as to the acceptance or non-acceptance of his application. Every four **(4)** months the Company will send the Union the list of **names** of accepted **applicants** outstanding in each **classification**.

**b) -** Employees who fail a practical or **theoretical** examination **required** for acceptance as set out in paragraph **6.15 a)** may be **re-examined**, at their **request**, two **(2)** weeks after the **first** failure, **four (4)** weeks after the second failure and **eight (8)** weeks after the third failure.

**6.16 a)** - Upon determining that a job is vacant, the Company will select from employees at work, on vacation or on **authorized** leave of absence **of** not more than twenty-nine **(29)** days the applicant with the most seniority **among** the applicants notified of **their** acceptance in accordance with paragraph **6.15**. If the applicant **selected** declines the job, he will **sign** a form to **signify** his rejection and the next senior **applicant will** be selected. The Company will post **the** name of the applicant so selected on the bulletin **boards** within five **(5)** days of selection. A copy of the **selection** notice shall be sent to the Union. Should there be no successful applicants, a posting to that effect will be made. Employees may apply for the vacancy within five **(5)** days **of** date of posting.

**6.17** - Provided he has not **been** moved by the Company to the posted job to which he was **appointed**, the employee will be {entitled to be paid the applicable rate of the job for which he was selected after five **(5)** days from the date of the notice **in** which his selection was announced. **In** case of a multiple vacancy job posting, the senior successful applicant will be paid the **applicable** rate of the job **as** of the date a successful **applicant** junior to **him** begins **working** in the job. If this occurs before the five **(5)** days mentioned above. The successful applicant will be moved to the new job in not

more than three **(3)** weeks if there **are** fifteen **(15)** or less men working in the job he **vacates** or in not more **than** two **(2)** weeks if there are more **than** fifteen **(15)** men working in the job he vacates.

**6.18** - If the Company determines that no applicants qualify through the open **posting procedure**, then it may **fill** the vacancy by **other** means.

**6.19** - Jobs which have been opened to outside hiring for a **period** of three **(3)** months **will** be listed in the personnel office. Taking into account any employment office commitments, interested employees who meet the minimum **requirements** for these jobs will be eligible for same.

**6.20** - There will be no vacancy filled by the open posting procedure so long as the vacancy can be filled **by** a senior employee who is on layoff from **that** job.

**6.21** - Prior to implementing Article **6.20**, employees who have been laid off **from** their original job **for** four **(4)** months or less will be recalled.

**6.22 a) -** A temporary vacancy created by an employers who reports himself ill, or an employee on leave of absence including **compensable accidents**, or resulting from the process of recall, **job** posting and selection, will be treated as a temporary vacancy for a period of up to **twenty-nine (29) days**, after which the **principles** of job selection as set forth in this contract 'will apply. In addition to 'the foregoing, it is mutually agreed that the total period of **time** an employee is on annual vacation and **extended vacation** which is in addition to and taken **immediately following** annualvacation, will also be **treated** as a **temporary vacancy**.

**b) -** For a temporary vacancy known to be for ten **(10)** days or less, the Company at the earliest opportunity will offer it to the employee with the most seniority who meets the minimum **requirements** in the section/area and on the same shift.

**c) -** In **cases where** it is known the temporary **vacancy** will be more than ten **(10)** days, the **Company** when filling such vacancy shall:

i) where there is an employee available on the **job**, who has **been** displaced **from**, and has **recall** rights to, the job where the temporary vacancy has been created, assign such employee to fill the vacancy;

- ii) **for vacancies known** to be for more than **ten (10) days up to twenty-nine (29) days inclusive** and provided there is **no employee** as set out in paragraph **6.22 c) i)**, the **Company** will fill the vacancy by assigning the employee **with** the most seniority in the **section/area** who meets the **minimum** requirements of the Company as provided in **paragraph 6.05**. if the Company does not assign the **qualified** employee with **the** most seniority in the section/area, he **will be entitled** to the rate of the assignment **for** the time of **the** temporary vacancy. if the qualified employee having the most **seniority** refuses the job, the Company will assign according to **6.22 b)**;
- iii) any vacancies known to be **for thirty (30) days or more** that are not filled according to paragraph **6.22 c) i)** will be filled **according** to the open posting procedure;
- iv) **notwithstanding** paragraph **6.22 c) iii)**, it is understood and agreed that an employee returning from a temporary absence as defined in **6.22 a)** must return to the job he occupied at the **start** of the absence or, if such job **no** longer exists on his **return**, he may exercise displacement rights in **accordance with his seniority**.

**6.23** - An employee can bid only for an equal or higher-rated job.

**6.24** Applications to bid for a lower-rated job shall be subject to the approval of management who **will take into consideration** reasons brought **forward** by the employee. Such reasons will **not be arbitrarily** denied,. Management will allow **employees** to submit bids for lower-rated jobs if **such** employees have been in the job they wish to leave for a period of five **(5)** consecutive years. In such cases a replacement must **be** available.

Employees **Transferred** Outside the Bargaining Unit

**6.25** - in **the** event that an employee covered by this Agreement should be transferred to a staff or **supervisory** position outside the bargaining unit, he shall **retain** for a year the seniority dates or date previously acquired while serving in such capacity in the **event** that he is transferred back to the bargaining unit. During this period, in accordance with paragraph **4.04 a)**, the Company will remit monthly to the financial secretary of the local the amount of money the employee paid in accordance with paragraph **4.04 a)** in his last **complete** month of employment in the bargaining unit.

## **Posting of Seniority Lists**

**6.26** - The Company will prepare a bargaining unit **seniority** list and classified seniority **lists** every February 1 **st** and August 1 **st** and will post them in **suitable** locations and furnish **the** Union with **copies** of same. An employee may make a complaint, In writing to the personnel office as to the correctness of **his** seniority date during the first three **(3)** month-period following the first posting of his seniority date **and**, subsequent to this period, the first (or corrected) **date** shall become final. **Subsequent** errors will be **corrected** to the **aforementioned** final date. An **employee** absent due to illness, accident, leave of absence, layoff or vacation **shall** have two **(2)** weeks after his return to **make** such **complaint**.

## **Testing**

**6.27 a)** - When **practical** tests are administered on **an** employee's shift, they **shall** be taken on Company time. When an employee takes a practical test on his own time and, by taking such test the employee performs productive work, time required will be **reimbursed** at straight **time** rates. When practicable, the Company will **endeavour** to use the same tester where two **(2)** or more **employees** take the same practical test for the same job vacancy.



Theoretical tests [required for the purpose of meeting job **qualifications** will **be** taken on the employee's own time; such tests will be **administered** as soon as possible.

**b) -** The **tests** referred to in **6.27 a)** shall be fair, equitable and appropriate to the job vacancy. Any employee who does not meet the requirements of one of these tests shall, on request, receive an explanation of where he did not meet the requirement.

**c) -** Testing sessions **will** take place at **specific** time and results of tests will be available to the employee **twenty-four (24) hours** after, excluding Saturdays, Sundays and holidays, at the **personnel** office.

**d) -** With a view to ensuring adequate safety in the administration of practical tests, the **Company agrees** to meet with the Union to review the testing procedure.

**6.28 -** A regular employee **transferred** by the Company from one United Steelworkers of America bargaining unit in the Company to a different United Steelworkers of America **bargaining** unit in the Company, **will** not be required to complete a new **probationary** period as a **result** of such transfer.

## ARTICLE VII

### GRIEVANCE PROCEDURE

**7.01 - Recognizing** the importance of full **discussion** between the supervisor concerned and **the** employee in clearing up **misunderstandings** and preserving harmonious relations, discussion **must** take place between the supervisor and the employee **during** working hours **in** order that every effort may be made to settle the employee's complaints and problems as **they arise** and within two **(2)** days from the employee's request for such a meeting. However, it is understood that at such a meeting, the **employee** if he so desires, **will** be accompanied by a grievance committeeman.

**NOTE:** However, In no case will a grievance be considered beyond **the** delay provided in accordance with paragraph **7.04 c)**.

**7.02 a) -** There shall be a Union grievance committee, **composed** of one ('1) member for every thirty **(30) employees** in 'the bargaining unit, all of **whom shall** have at least six **(6)** months' seniority with **the** Company. in dealing with the Company, no more than three **(3)** members may act on the Union grievance **committee** at any one **time**, one of whom should be **familiar** with the work of the department **in** which the **grievance** arose.

**b)** -The Union will notify the Company in writing of the names of the members of the Union grievance committee and of any changes **that** may occur in same. The Company shall not be required to **recognize** members of the committee **until** it has been notified in writing by the Union of the names selected.

**7.03** - The parties to this Agreement agree that it is of the utmost importance to adjust complaints and **grievances** as quickly as possible.

**7.04 a)** - infraction reports, including infractions which could result in discharge, **will** not be issued later **than** seventy-two **(72) hours** from the time the **Company** has determined there is an infraction.

**b)** - Notice of disciplinary action, including discharge, **will** not be issued later than **forty-eight (48) hours** from issuance of **the infraction** report.

**c)** - No **grievance** shall be considered if the **circumstances** occurred or **originated** more than twelve **(12) days** (excluding **vacations** and leaves of absence of more than ten **(10) days**) prior to the **request** for a meeting at step **1**.

d) • In assessing discipline the Company will not consider any infraction of the same nature that occurred more than one **(1) year from** the current infraction. Should a disciplinary action be reduced through the **grievance** or {arbitration procedure only the resulting discipline will be recorded in the **employee's** file.

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7.05 a) • Should a **regular** employee feel that his complaint or problem could **result** in a written grievance, he **shall** take the following steps in order:

#### STEP 1

Not later than twelve **(12)** days after the circumstances occurred or originated or the disciplinary action was issued, the employee shall request a meeting with the supervisor of his section/area. The supervisor will arrange to hold a **meeting** within two **(2)** days to discuss the matter with the concerned employee and he shall receive a signed dated copy confirming his request. The employee may be assisted by one **(1)** member of the (grievance committee and the supervisor may be accompanied by another Company official. At the request of either party, the supervisor shall be heard. Except when the aggrieved employee is on night shift, this meeting will be convened during his working hours; however, when operations dictate

otherwise, the meeting will be held outside **working** hours. If the meeting is held outside the working hours of the grievance committeeman, he will be allowed one **(1)** hour at straight **time** for the meeting. Should the complaint: or problem not have been satisfactorily resolved at **this** meeting and if the regular employee **feels that** a written grievance is **appropriate**, he shall obtain from the **supervisor** conducting the meeting, two **(2)** copies of a dated and signed form **summarizing** the result of the meeting which form shall be attached to the written grievance and presented at step **2**. When possible, the supervisor will give an answer to the employee and to the grievance committeeman on the above mentioned form during the meeting, or not later than two **(2)** days **thereafter**.

## STEP 2

Not **later** than five **(5)** days following receipt of the answer at step **1**, the **employee** shall present his **grievance** in writing (on a form **provided** by the Company) to his supervisor who will sign and date the grievance in the employee's presence, or to the Labour Relations department who will do likewise for referral to the **department** head concerned.

The department head or a designated representative, who may be accompanied by other Company **officials**, shall meet with the Union grievance **committee** and the employee not later than five **(5)** days after receipt of the written grievance to consider the representations made **by** the **person** or persons presenting same and the supervisory personnel involved,. The department head shall render his decision in writing not later than two **(2)** days from the date of **the** step 2 meeting. Should no settlement satisfactory to the employee concerned be reached, the next step in the **grievance procedure** may be taken not later than five **(5)** days thereafter.

### **STEP 3**

The aggrieved employee shall present his grievance to the **Union** grievance committee who, if they decide to continue the **grievance**, will forward it by registered mail **to** Labour **Relations** for referral to the **Manager**. The **Union** grievance committee and the Manager, or some **other** person designated by him, shall meet **each week** to **hear** grievances submitted two **(2)** or **more days** before the **date** of the meeting. At this stage, the Union grievance committee may be **accompanied** by a representative of the Local Union and/or International **Union** if his presence is requested.

Other officials of the Company may also be present at the meeting. At the **request** of either party, the aggrieved employee shall be heard. Witnesses either party may require may also be heard. **Should** the Union bring forth witnesses, one will not lose **regular earnings** to testify at the meeting. The Manager shall render his decision in writing not later than five **(5)** days following the date of the step 3 meeting.

**b)** - The Company will inform, when **possible**, two **(2)** days in advance but in no case less than one **(1)** day in advance the Union at step 2 and step 3 of the date, place and hour of the hearing of the grievance.

**c)** - No Company representative can hear more than one **(1) step** of the grievance procedure.

**7.06** - If the grievance is not settled as a result of the meeting referred to in step **3**, **and** if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party **to arbitration** as **provided** in Article VIII below, **provided**, however, it is hereby **agreed** that **no grievance** may be referred to arbitration after a period of twenty-six **(26) days** from the date of the decision in writing by the Manager,,

**7.07 a) -** Should differences arise between the Company and a group of employees in the same department **or** in the same job classification in more than one **(1)** department, a group grievance may be filed not later than twelve **(12)** days after the circumstance **occurred** or originated and the **matter** shall be taken up at step 2 of the grievance procedure outlined above. Such group grievance shall bear the signatures of all employees **involved** with the grievance and **a** listing of names of **those** involved employees on **authorized** leave of absence. Up to the presentation of the **grievance** at the **step 3** meeting, the **Union** may submit additional signatures and names of employees **involved** in the grievance as set out above. The **Union** and the Company **may agree** to regroup individual grievances when the facts alleged are **identical** and the remedy sought is the same. if several individual grievances are filed and if the Union wishes to **regroup them** in a group grievance, the Union will choose one of the **individual** grievances and the decision **on** this grievance will be applied to the other grievances.



b) - Should (differences **arise** between the **Company** and the Union as to the interpretation **of this Agreement**, or should **either** party allege **that the** other **has** violated **this** Agreement, the matter shall be taken up at **step 3** of the grievance **procedure** outlined **above** at the request of either **party** and **If** a satisfactory settlement of the dispute is not reached within twenty-five **(25) days**, the matter may be referred within **twenty-one (21) days** by either party to arbitration as provided In **Article VIII below**.

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c) - Should differences arise **between** the Company and the Union as to the Interpretation of the Co-Operative Wage Study (C.W.S.) **Manual**, or should either party allege that the other has violated this Manual, **the** matter shall be **taken** up at step 3 **of** the grievance **procedure** outlined above **at** the request of either party. For the application of this **paragraph**, the Union's **grievance** committee will be **representatives** of the Co-Operative Wage Study committee. **If** a satisfactory settlement of the dispute is not reached **within thirty (30) days**, the matter may be referred within twenty one **(21) days** by either party to arbitration as provided In Article VIII below.

**7.08** - The nature of **the** alleged **misinterpretation** or **violation** of this Agreement and the settlement sought shall be set out in the written record of **the** grievance at step 2 (or at step 3 **if** the grievance is a result **of a difference** between the Company **and** the Union) and may not be subject to change after its Introduction at step 3 and any such changes must be set out In **writing**.

Time Limits

**7.09** - Saturdays, Sundays and the **day** a holiday is celebrated **shall** not be included when determining the time **within which** any action is to be taken in Article VII, Article VIII or Article X of this Agreement. Any and all time limits fixed by this Article or by Article VIII may be extended by mutual agreement in writing between the Company and the **Union**.

**7.10** - Nothing **contained** in this Agreement shall be deemed to **deprive** any employee of his right to negotiate **any** of **his** personal complaints without the assistance of the Union if he so desires. No settlement **of** a personal complaint shall be in violation of this **Agreement**, nor shall it be used as a precedent with other grievances.

**7.11 a) - If it** is necessary for the presentation of a grievance that a grievance committeeman or employee be absent during **working** hours, he **must** first obtain **permission from** his supervisor; such permission will not be arbitrarily denied.

**b) -** Step 2 and step 3 grievance meetings will be held during the regular **scheduled** working hours of aggrieved **employees** except when they are on **night** shift or when operations dictate, otherwise the meetings will be held outside working hours.

**c) -** The Company agrees that any grievance **committeeman** and **aggrieved** employee who perform **work during** a regular scheduled shift and who **are required** to lose time **from** that **shift** in order to attend a grievance meeting shall be paid for such time off.

**d) -**When step 2 and step 3 grievance meetings are scheduled or go beyond the regular scheduled working hours of the grievance committeeman, **the grievance committeeman** two **(2)** at **step 2**, three **(3)** at step 9 shall be paid one **(1)** hour at **straight** time rates for such attendance in addition to time **lost** from their regular scheduled working hours.

**7.12 a) - The party initiating the procedure** provided for in this Article and **in** the arbitration Article shall take each step in such procedures within the time **limits** set forth, **or** as **extended** by mutual agreement **in** writing and, upon failing to do so, the **grievance** or matter **In** dispute shall be **deemed** **to have** been abandoned and may not be **filed** as a new grievance.

**b) - In the event of the absence off the authorized** agent or agents of either party at any step, it shall be permissible at the expiration of the time **specified** in **7.05** for the other party to **proceed** with the next step of the foregoing procedure.

## **ARTICLE VIII**

### **ARBITRATION**

**8.01 - Both parties to this Agreement** agree that the provisions specified in this **Agreement** are the sole source of any rights the Union might assert **in** arbitration and only those management rights **that are** abridged by specific provision of this Agreement are **arbitrable**. Any dispute **or** grievance **concerning** the interpretation **or** **alleged violation** of this Agreement, which has been properly carried through all **the** steps of the grievance procedure **outlined** in **Article VII**

or Article **X** and which has **not** been settled, will be referred to an arbitrator at **the** request of either of the parties hereto.

**8.02** - Should the **parties fail** to agree on an #arbitrator within ten **(10)** days of receipt of the request **for arbitration**, the parties shall choose **the** iarbtrator In rotation from the following mutually agreed list of arbitrators:

### **LIST OF ARBITRATORS**

Dr Leslie **Harris**

Mr. I. Bruce

Mr. Dennis **Browne**

Dr **John** Scott

**8.03 a)** - If the **arbitrator** chosen in rotation from the agreed list of arbitrators is not **available** within the time limits set out herein, he will be replaced by the following person on the list and, except by mutual agreement [between the **parties**, will not be used **again** as an **arbitrator** until his name returns in the normal **order** of rotation.

**b)** - **Unless** mutually agreed otherwise between the **Company** and **the** Union, the following time limits will be adhered to by the parties::

- i) it is understood that **the** hearing at arbitration must commence **within** thirty **(30)** days **from** the date of acceptance by the arbitrator to **hear** the grievance;
- ii) the arbitrator will render his decision within sixty **(60)** days from the date of closing off arbitration hearings.

**8.04** - The decision of the arbitrator shall be **binding** on both **parties**.

**8.05** - The arbitrator shall have jurisdiction and authority only to **interpret** and **apply** the provisions of this Agreement so far as shall be necessary to the determination of the grievance **and shall not** have any power to alter or change in any way **the** provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent **with the terms** and provisions of this **Agreement**; nor **shall** any past practices or customs become binding unless they are in writing between the Company and the Union. Where the arbitrator determines that an employee has been **disciplined** for cause, he **may** review **and** modify the penalty imposed.

**8.06** - The expenses of the arbitrator shall be paid equally by the Union and the Company.

**8.07 - Arbitration** cases will be processed at **the** city in which the grievance was filed unless otherwise mutually agreed. Should there be more than one **(1)** grievance pending at arbitration at the same time, the Company and **the** Union may **mutually** agree to have one **(1)** or more of **these** grievances processed at **the** same arbitration session.

**8.08 - Discharge cases** shall have preference over other cases submitted to **arbitration**.

## ARTICLE IX

### MANAGEMENT GRIEVANCES

**9.01 -** It is understood that management may bring forward at any meeting held with **the** **Union** grievance committee any complaint in respect to the! conduct of 'the **Union** in its dealings with the Company and, **if** such complaint by the management is **not** settled to the **mutual satisfaction** of the two **(2)** parties, it may **be** treated as a grievance filed under the **procedures** set out in Article **VII** (introduced at step **3**) and referred to **arbitration** in the same way **as** the grievance of an employee.

## ARTICLE X

### DISCHARGE CASES

**10.01 a) - If** an employee **who** has acquired seniority **feels** he has been discharged **without** just and sufficient cause, the case may be taken up as a grievance and processed according to **the** following provisions which shall be taken in order.

**b) - If the employee** so desires and before presenting his case as a formal grievance, he **may discuss his** case with his **supervisor** with the assistance of a **grievance** committeeman. The supervisor will be **accompanied** by another Company official other than **the** official responsible for **settling** the grievance at a higher step.

**10.02 - Such grievance** (on a form provided by the Company) must be lodged with **the head** of his department or the personnel supervisor or Labour Relations not later than two **(2)** days after **the** employee has received a written notice of the disciplinary action taken. The department head will arrange! a mutually **satisfactory** time to meet with the employee to discuss the grievance. He may be accompanied by another Company official (other **than an** official responsible for settling the grievance at a



higher step) and the **employee** may be accompanied **by the** Union grievance committee. Witnesses either party may **require** may also be heard. If a settlement satisfactory to the employee concerned is not reached within two **(2)** days of receipt of the grievance, the grievance may be **presented** as follows at any time not later than 'two **(2)** days **thereafter**.

**10.03** - The aggrieved employee shall present his **grievance** to the Union **grievance** committee who, if they **decide** to continue the grievance, will forward it by **registered** mail to Labour Relations for referral to the Manager. The Union grievance committee and the Manager, or some **other** person designated by him, **shall** meet as promptly as possible and not later than three **(3)** days from the postmark date of the registered letter to consider the grievance. **At this stage**, they may be accompanied by a representative of the Local **Union** and/or the **International** Union if their **presence** is requested. Other **officials** of the Company may also be present at the meeting. At **the request** of either party, the aggrieved employee shall be **heard**. Witnesses either party **may require** may also **be** heard and at this time the **aggrieved** employee may also be in attendance. At this meeting, decisions in **writing made** at **10.02** will be presented. The decision of the Manager shall be given in writing not later than two **(2)** days after the meeting with the Union grievance committee.

**10.04** - If final settlement of the grievance is not **completed within two (2)** days after the closing of the meeting referred to in **10.03**, the grievance may be referred within ten **(10)** days by the Union grievance committee to arbitration as provided in Article **VIII** above.

**10.05 a)** - The party initiating the procedure provided for in this **Article** and in the arbitration **Article** shall **take** each step in such **procedures** within the time limits set forth, or as extended by mutual agreement in **writing** and upon failing to do so, the **grievance** or matter in **dispute** shall be **deemed** to have been **abandoned** and may not be **filed** as a new grievance.

**b)** - In the event of the absence of the **authorized** agent or **agents** of either party at **any** step, it shall be permissible at the expiration of the time specified in **10.02** to **10.04** for the **other** party to **proceed** with the **next** step of the foregoing **procedure**.

**10.06** - Such grievance may be **settled** by **confirming** the management's action in dismissing **the** employee, or reinstating the employee with compensation for lost time, or by any **other** arrangement which is just and equitable **in** the opinion of the conferring parties. If the matter is not settled through the

**procedure** outlined In this Article **and** is. taken to arbitration, the arbitrator will have full jurisdiction to **uphold** or reject the! **discharge** or change the **discharge** to a lesser penalty of **suspension** and fix the duration of such **suspension**. In the event **that** the arbitrator rejects the discharge or changes the discharge to a **lesser** penalty of suspension, the employee shall be reinstated and paid his wages at his regular basic rate (less amounts earned by him during **the** time lost) for the **time lost** since the date of **discharge, or** for the period of time not covered by the suspension, limited to the **scheduled work** week for a maximum **period** of one hundred and **eighty (180) days** on which he **would** have been scheduled to work, 'to which will be **added** the number of days that the arbitration **was delayed** at the request of the Company. On **the other hand**, should the arbitration be **delayed** at the request of the Union, the **number** of days that the arbitration was delayed at the request of the Union will be deducted **from** any days to be paid.

ARTICLE XI

HOURS OF WORK: AND OVERTIME PAY

**11.01 - The** following paragraphs are intended to define the normal hours of work and **shall** not be construed as a guarantee of **hours** of work per day or **per** week, or days of work per week.

**11.02 -** For the purpose only of computing overtime and **not** as a limitation **upon** the scheduling of employees for work, the work week shall be a period **of** seven **(7)** consecutive days commencing with the beginning of the day **shift** on Monday **and the** work **day** shall be a period of twenty-four **(24)** hours commencing at the **beginning** of the clay shift of the plant as **scheduled by the** Company.

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**11.03 a) 7** The first four **(4)** hours worked in excess of eight **(8)** hours in any day or hours worked in excess of forty **(40)** in any work week or on assigned days off shall be paid at the rate of one and one half **(1-1/2)** times the **regular** rate. Hours worked in excess of twelve **(12)** in any **day** shall be paid at **the** rate of twice **(2)** the regular rate. Any time allowed and paid as overtime in any working **day** shall not be used to compute overtime during the work week and to the extent that hours are compensated for at overtime rates under one provision, they

shall not be considered as hours worked in **determining** overtime under the same or any other provision.

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$\frac{37}{D=0}$  b) - Work **scheduled** and **performed** on Sunday will be paid for at **the** rate off time and **one** half **(1-1/2)**. Work performed on **Sunday** in excess of **eight (8)** hours, or in excess of **forty (40)** straight time hours **in the work week** will be paid for **at** double time **(2)**.

c) - In any period of overtime **which** ends with an Incomplete half hour **(1/2)**, that portion of the half hour **(1/2)** will be rounded to a full half hour **(1/2)** for pay purposes.

$\frac{4P}{2}$  11.04 - Overtime hours will be **worked on** a **voluntary** basis provided the **requirements** of the **service are met** and it will be **distributed equitably** in rotation in each **classification** where qualifications will **permit**. **Overtime lists** will be based on seniority and a list of overtime worked by all eligible employees will be posted. It is understood that an employee who refuses 'overtime will be debited with the **number of hours** he would have worked had he accepted. It is also **understood** that employees who **consistently** refuse overtime may **be** temporarily dropped **from** the eligible **list** and may be reinstated on the list upon request.

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**11.05 - Employees** shall be allowed a lunch **period** of twenty **(20)** minutes, Inclusive of said eight **(8) hour period**. Such **lunch period** will **not be changed** unnecessarily. However, **where necessary** for continuous **operations**, employees will maintain supervision of their **equipment** and machines during this **lunch period**.

**11.06 -** An employee **who** actually begins work in accordance with **his** regular job description **and** on **his** regular shift will be provided four **(4) hours** work at the prevailing hourly wage rate of **that** occupation. If the employee is offered a **job** at a higher standard **hourly rate** he shall receive the higher rate of pay for the hours worked at this assignment.

**11.07 -** In the event the employee completes more than **four (4)** hours' work in his normal **classification** and on his regular **shift**, he **will** be paid a full shift at **the** prevailing wage rate of that occupation provided that **such** employee shall perform **other** work to which he may be **assigned**. If the standard rate of pay for the job to which **the** employee is assigned is higher than his normal rate, he shall receive the 'higher rate of pay **for** the hours **worked** at this assignment, If the standard rate of pay for the job to which the employee is assigned is lower

than his normal rate, he shall be paid at the **rate** of the occupation **for** which he was originally called or scheduled.

**11.08** - It is mutually agreed that provisions of **11.06, 11.07** and Article XIV shall not apply in cases where work is not **available due** to causes beyond the **reasonable** control of the Company.

**11.09 a) - Overtime** rates shall not apply to time worked by an hourly-rated employee in **excess** of his regular work day or work week when such time is due to change of shift of the regular work schedule.

**b) -** The Company will endeavour not to reassign an **employee** such that he works two **(2) shifts back-to-back** in the same occupation. Should an employee work two **(2) shifts back-to-back** in the same occupation the second shift will be paid as an overtime shift notwithstanding paragraphs **11.09 a)** and **11.13 c)**. Should an employee work a **second shift** back-to-back in another occupation at Company request, that **second** shift will be paid as an overtime shift notwithstanding **11.09 a)** and **11.13 c)**.

Should the **employee** work more than five **(5)** regular scheduled shifts in that week, the second **shift referred** to above will **be** considered as a straight **time shift** for purposes only of overtime **payment** for the sixth **shift** in that week.

**11.10** - Number not used.

**11.11** - Number not **used**.

**11.12** - If **required** for continuous operations, employees **will** remain on the **Job** at the end of **their shift** until **their relief** arrives or until the Company arranges for another relief. It is **mutually** agreed that no employee should be **required** to work more than two **(2)** hours after the end of **his** regular shift in such cases.

**11.13 a)** - For the **purpose** of ensuring equitable distribution of overtime, the Company **will** review with **the Union**, at least once per month if necessary, **through** the use of a joint committee, (overtime **records** and **methods** of recording **overtime** credits. This committee may also review **and** revise if necessary:



1) Existing work schedules to ensure the proper **distribution** of shifts by day, afternoon, **night** and shifts off. In the distribution of shifts, it **is** the intention of the parties to respect the **structure** of the normal week.

2) Proposed changes in scheduling or the scheduling system.

3) The rotation of tradesmen between shop, field and plants.

b) - Such **schedules** or changes mentioned in '1) and 2) will be posted when possible **seventy-two (72)** hours prior to the **change** taking effect.

c) - **Should** an employee's shift schedule be changed 'without having given him at least twenty-four (**24**) hours' notice of the change, he will be paid at the rate of double (**2**) time for hours worked on the first **shift** of **the** changed schedule.

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## ARTICLE XII

### SHIFT PREMIUMS

**12.01 - For the** purpose of this Article:

- a) All shifts **beginning** after **six (6:00)** a.m. and up to **noon (12:00)** will be **day** shifts.
- b) All shifts **beginning** after noon **(12:00)** and up to **eight (8:00)** p.m. will be afternoon shifts.
- c) All shifts beginning after eight **(8:00)** p.m. and up to six **(6:00)** a.m. will be **night shifts**.

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**12.02 - A shift premium** of thirty cents **(\$0.30)** per hour shall be **paid for** shifts beginning after noon **(12:00)** and up to **eight (8:00)** p.m.

**12.03 - A shift premium** of forty-five cents **(\$0.45)** per hour shall be paid **for** shifts **beginning** after eight **(8:00)** p.m. and up to **six (6:00)** a.m.

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**12.04 - Shift** premiums shall be computed In overtime.

**12.05 - Premium** time shall be **determined** by the shift for which the employee is scheduled.

## ARTICLE XIII

### 'WAGES

'The Co-Operative Wage Study (**C.W.S.**) Manual for Job Description, Classification and Wage Administration, dated March **1st, 1958** (herein referred to as the «**Manual**») is Incorporated into this Agreement as APPENDIX «**A**» and its **provisions** shall apply as If set forth in full herein, provided **that** reference **in** the Manual to such jobs as trade or craft, assigned maintenance, clerical or technical, group leader, spell hand, testing or Inspection, **learner, apprentice**, Instructor, **shall** not of itself establish existence of such jobs in the operations of **the** Company **or** determine that such jobs are! within or are not within the jurisdiction of the **bargaining** unit.

#### Standard Hourly Wage Scale

**13.01** - Effective on March **1**, '1 **990** the Standard Hourly Rate for Job Class 1 shall be fourteen **dollars** and fifty-seven cents (**\$14.57**) per hour and the increment between succeeding job classes shall be twenty-one cents (**.210**), establishing a Standard Hourly Wage Scale as follows:

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STANDARD HOURLY WAGE SCALE

Jot! Class	<u>March 1</u> <u>1990(1)</u>	<u>March 1</u> <u>1991(2)</u>	<u>March 1</u> <u>1992(3)</u>
1	14.57	15.62	16.67
2	14.78	15.86	16.93
3	14.99	16.10	17.19
4	15.20	16.34	17.45
5	15.41	16.58	17.71
6	15.62	16.82	17.97
7	15.83	17.06	18.23
8	16.04	17.30	18.49
9	16.25	17.54	18.75
10	16.46	17.78	19.01
11	16.67	18.02	19.27
12	16.88	18.26	19.53
13	17.09	18.50	19.79
14	17.30	18.74	20.05
15	17.51	18.98	20.31
16	17.72	19.22	20.57
17	17.93	19.46	20.83
18	18.14	19.70	21.09
19	18.35	19.94	21.35
20	18.56	20.18	21.61
21	18.77	20.42	21.87
22	18.98	20.66	22.13
23	19.19	20.90	22.39
24	19.40	21.14	22.65

NOTE:

(1) \$0.80 increase to the base rate; \$0.75 fold-in from the C.O.L.A.; increment increase from \$0.15 to \$0.21

(2) \$0.55 increase to the base rate; \$0.50 fold-in from the C.O.L.A.; increment increase from \$0.21 to \$0.24

(3) \$0.55 increase to the base rate; \$0.50 fold-in from the C.O.L.A.; increment increase from \$0.24 to \$0.26

**13.02** - The standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly **Wage** Scale and shall be applied to **any** employee In accordance with the provisions of **this** Agreement.

**13.03** - No employee shall be entitled to any wages as set forth in this **Article** unless he is ready, able and willing to perform the duties required in **his** job.

**13.04** - **Each** standard hourly rate **established** under paragraph **13.01** shall be:

a) **the established** rate of pay for **all** hours **paid** for on a **non-Incentive** job; and

b) **the established** hourly base rate and minimum **guaranteed** rate of pay under any incentive applied to the job In accordance with the provisions, of this Article.

Production and! Maintenance Jobs

**13.05** - Except as 'otherwise provided by this Agreement, the established rate of pay for **each** production or maintenance job, other than a trade or craft or **apprentice** job, shall apply to any employee **during** such time as the employee is **required** to perform such job.

## Trade or Craft **Jobs**

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

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

**13.07** - The **Company** shall furnish to the Union a **list agreed to by the** Company and the Union of employees who are to be paid out-of-line **differentials**. Such list **shall** contain **the** following **information**:

- a) name **of** Incumbent to whom such **out-of-line** differential is to be paid;
- b) job title **of** job on which **out-of-line differential** is to be **paid**;
- c) job **classification** of such job;
- d) standard hourly rate of such job;
- e) amount of **out-of-line differential**; and
- g) date such out-of-line differential **became effective**.

**13.08** - Except as such out-of-line differential **may** be **changed** by the means hereinafter provided, any employee included in the list referred to in paragraph **13.07** shall **continue** to be paid **such** out-of-line differential during such time as the **employee** continues to occupy the **job** for which the **differential** was **established**.

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

**13.10** - If an employee with an out-of-line **differential** is transferred or assigned to a job having the same standard hourly rate, then the same **differential shall** apply.

**13.11** - If an employee with an out-of-line differential is permanently transferred to a job having a lower **standard hourly rate**, then the out-of-line differential shall be cancelled.

**13.12** - If such employee referred to in paragraphs **13.09, 13.10 and 13.11** shall be returned to the job for which the **out-of-line differential** was established, the **out-of-line differential** shall be reinstated except as it may have been reduced or **eliminated** by other means.

**13.13** - When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

**13.14** - 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.

**13.15** - Except for the application of the out-of-line differentials, as called for herein, the terms of this Agreement which govern transfers shall apply.

**13.16** - In determining out-of-line differentials, no employee shall be listed as an incumbent on more than one job, unless he is regularly assigned to more than one (1) job.

Learner Rates

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**13.17** - Learner jobs requiring learner rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.



**13.18** - A schedule of learner rates for the respective learning periods of **520** hours of **actual** learning experience with the Company on jobs for 'which training opportunity is not provided by the promotional sequence of related jobs, **shall** be established at a level of the Standard Hourly Wage **Scale** rates for the respective job classes. This determination shall be on the **basis** of the **required** employment training and experience time **specified** in Factor 2 **of** the job classification record of the respective job as follows:

a) **Code C:** Seven **(7)** to twelve **(12)** months.

- 1) One **(1)** learner period classification at a level two **(2)** job classes below the job class of the job,

b) **Code D:** Thirteen **(13)** to eighteen **(18)** months.

- 1) A first learner period classification at a level four **(4)** job classes below the job **class** of the job; and
- 2) a second learner period classification at a level two **(2)** job classes below the job class of the job.

- c) Code **E** and higher: Nineteen **(19)** months and above.
- 1) A first learner period classification at a level six **(6)** job classes below the job class of the job;
  - 2) a second **learner** period classification at a **level** four **(4)** job **classes** below the job **class** off the job; and
  - 3) a third learner period classification at a level two **(2)** job classes below the job class of the job;
  - 4) **employees** who have no related work experience in relation to **the** respective job, shall serve an additional **520** hours of **work** in the learner period two **(2)** job classes below the job class of the job.

**13.19** - The learner periods, **as** provided in paragraph **13.18**, shall apply to those jobs listed in APPENDIX «**B**» of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in APPENDIX «**B**». Learner periods shall apply only to **the** jobs in Job Class 8 and up, except where the **provisions** of paragraphs **13.20** and **13.21** apply.

**13.20** - The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:

- a) in case of **an** employee hired for the learning job, the standard hourly rate for Job **Class 2**; or
- b) in the case of **an** employee **transferred** from another job in **the** plant, **the** lower **figure** of:
  - 1) the standard hourly rate of the job from which transferred; **or**
  - 2) the standard hourly rate of the job being learned.

**13.26** - Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule **with** all time previously worked on such job. It is agreed that such past time shall be computed from the records of the Company. This paragraph applies **only** to learners.

#### Training of Employees for Jobs

**13.27** - Employees who possess the necessary qualifications and ability shall be eligible for training for the respective trade or craft jobs. Such employees shall be **selected** in accordance with the provisions of this Agreement which apply for filling of job vacancies.

**13.28** - For the duration of this **Agreement**, the provisions of Articles **5.04**, **5.05 b)** and **c)**, **5.06**, **5.07** and **5.08** set forth in the Manual shall be inoperative and shall be superseded by paragraphs **13.29** to **13.34** inclusive of this Agreement.

**13.29 a) - Employees** training through an apprenticeship course in a given trade or craft shall be governed by the company procedure as **determined** by the Provincial Block Training Program set out by the Manpower Training Division of the Department of Education of

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Newfoundland and Labrador. Any changes to this **procedure** during the life of this Collective Agreement will be discussed with the Union in advance. Employees shall be provided with **opportunity to** receive on the job training in the various areas of the project applicable to his trade and shall advance through **the** procedure according to the following Schedules:

SCHEDULE "A"

Schedule of Apprenticeship Progression, Based on the Provincial Apprenticeship Program

0 P-1	1000 P-2	2000 P-3	3000 P-4	4000 P-5	5000 P-6	6000 P-7	7000 P-8	8000 P-9
Block I		Block II		Block III		Block IV		
Vocational School 9 Mo. = 1200 hours credit. P-2 IOC + 800 hours work experience or Block I Training 6-8 weeks plus 2000 hours work. Advance to P-2 on 1000 hours only.		Block II Training to take place between 2000 & 4000 hours. Advance to P-3 on 2000 hours plus required training (I). Advance to P-4 on 3000 hours only.		Block III Training to take place between 4000 & 6000 hours. Advance to P-5 on 4000 hours plus required training (II). Advance to P-6 on 5000 hours only. Pipefitters & Carpenters advance to Journeymen after Block III and 5000 hours. Optional Block IV made available to Pipefitters and Carpenters to fulfill provincial journeyman requirements.		Block IV Training to take place between 6000 & 8000 hours. Advance to P-7 on 6000 hours plus the required training (III). Advance to P-8 on 7000 hours.  Plant & Field Mechanics advance to Journeyman after Block IV training and 7000 hours.  Industrial Electrician, Machinist and Automotive Mechanics advance to Journeymen after Block IV training and 8000 hours.  Electronic Repairmen advance to P-9 after 8000 hours, P-10 after 9000 hours and Journeyman after 10,000 hours, plus Block Training.		

**SCHEDULE . a.**

TRAINING PERIODS		JOB CLASSES									
Trade Job Class	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
18	7	8	9	10	11	12	13	14	16	18	
17											
16	6	7	8	9	10	11	12	14	16		
13	6	7	8	9	10	11	13	15			
14	6	7	8	9	10	12	16				
13	5	6	7	9	11	13					
12											
11	5	7	9	11							

**b) - 'Trade or Craft and Assigned Maintenance Convention**

In addition to the provisions of the **Manual** for describing and classifying **trade** or craft and assigned maintenance jobs, the **following** shall **apply**:

- 1) The **description** and classification **shall** be carried out in **accordance** with the Manual.
- 2) The job classification of trade or craft jobs, having been classified **as** In **paragraph 1)** above, shall be increased by two **(2)** job classes effective **March 1st, 1974** and the two **(2)** job classes shall **be** incorporated into the total classification of the job. These jobs classes shall **be** further increased by two **(2)** job classes effective **March 01, 1990**, one **(1)** additional job class effective **March 01, 1991** and a final one **(1)** job **class** effective **March 01, 1992**.

- 3) The job **classification** of assigned maintenance **jobs**, having been classified at Job Class **11** or higher as in paragraph 1) above, **shall** be increased by two (2) job **classes** effective March **1st, 1974** which shall be incorporated into the total classification of the job. These job **classes** shall be further increased by **two (2)** job classes effective March **01, 1990**, one (1) **additional** job class effective March **01, 1991** and a final one (1) job **class** effective March **01, 1992**.
  
- 4) Where a **change** in an existing job requires a new description and classification for a job on which this Convention has already been applied, **such** job shall be reclassified in the same **manner** as that followed prior to the application of this Convention and the **provisions of paragraphs 1) and 2) or 3)** above shall **apply**.

13.33 - An **employee** training through an apprenticeship course shall be Initially assigned to that period of the **Schedule** of Apprenticeship Progression which is appropriate to his accumulated training and **experience**.

13.34 - Number not used,.



**13.35** - Notwithstanding **the provisions** of **b)** and **c)** of paragraph **5.05** of the Manual, effective as of the date Standard Hourly Wage **Scale** is **made** operative, **each employee** performing the described work **of** a journeyman in a given trade or craft or each employee **subsequently** hired as a journeyman or transferred **in** accordance with the applicable provisions of this Agreement to **a** trade or craft job, but not as an apprentice and who has been determined, by means of determination which **is** fair, equitable **and** appropriate in relation to **the** described work of a journeyman in the given trade or craft job, to be **less** than fully qualified, shall be governed by the following:

- a) such employee shall be assigned to training beginning with that period of the Schedule of Apprenticeship Progression set forth in paragraph **13.29** a) which is appropriate **to** his qualifications and ability in relation **to** the described work of a journeyman in the given trade or craft;
- b) **such** employee when so assigned shall be paid the Standard Hourly Rate appropriate to the period to which assigned, but in any event, not **less** than **as follows**:

For **jobs** with the standard rate (including the 2 job class additive) of:

A **rate** not less than the **equivalent** to the **following** number of job classes below such **standard** rate:

JOB CLASS

1990	1991	1992	
22	23	24	4
20	21	22	6
19	20	21	6
18	19	20	6
17	18	19	6
15	16	17	6

13.36 - The provisions of paragraph 13.35 shall not apply to those employees **provided** for in a) of paragraph 5.05 of the Manual.

13.38 - it shall be the Company's responsibility to **provide** opportunities for apprentices to assimilate Provincial **Block** Training, Selection for attendance at Block **Training** will be made on the basis of seniority in his respective program.

**13.39** - In the **event** an employee assigned to training through an **apprenticeship** course fails to **qualify** for progression at the conclusion of any block, the **joint** apprenticeship committee will review the areas of weakness and assist in the upgrading of said areas. Should the employee fail to qualify for progression in the same block on a second **occasion**, he will be **removed from** the apprenticeship training and must exercise his seniority in accordance with **Article 6.07**. Any dispute **between** the company and employee is subject to the grievance procedure.

**13.43** - An **employee** hired for, or **assigned** through job posting to any job to which learner rates are applicable shall be governed by the following:

- a) such employee shall be furnished by the Company with a list indicating the **prescribed** schedule of work processes and **organized** related instruction which apply to each learner period, together with the **requirement** standards which must be **fulfilled** in order to qualify for such job;

b) should **such employee** consider his **qualifications** and ability can qualify him for higher than the first learner period rate, he may request within seven **(7)** days after being **processed** as a new hire for, or after being **assigned** through job posting to, any job to which learner **rates are applicable**, and **shall receive a determination** of his qualifications and ability which determination shall be made in a manner that is fair, equitable and appropriate in relation to the described work of a qualified employee in the respective job and the following shall govern:

- i) if such **determination** discloses that such employee is fully qualified, he shall be assigned to the Standard Hourly **Rate** for the respective job; or
- ii) if such determination discloses that such employee is not fully qualified he shall be assigned to training **beginning** with that learner period for the respective job which is appropriate in relation to his **qualifications** and ability as disclosed by such determination.

**13.44** - An employee assigned, in accordance with paragraph **13.43**, to any learner **period** of a job to which learner rates are applicable shall:

- a) progress to the next learner period, if any, of such job upon the completion of **520** hours of actual learning experience, at which time such employee may request, and shall receive a determination of **qualifications** and ability as provided in **b)** of paragraph **13.43**, in which event the governing rules contained therein shall **apply**;
- b) be **considered** a regular occupant of such job only after a determination of such employee's qualifications **and** ability, made as provided in **b)** of paragraph **13.43**, has disclosed that he is qualified, and
- c) receive a **determination** of his qualifications and ability when requested, as provided in a) of this paragraph, and in any other case, upon the conclusion of the **final** learner period of the respective job.

**13.45** - In the **event** an employee assigned to training **through** a learner schedule of a job to which learner rates are applicable fails to qualify for progression to **the following** period or to the Standard Hourly Rate of such job whichever is applicable, the Company shall indicate in detail **to** such employee the reason for such failure and advise and instruct such employee in an attempt to enable him to

**successfully** develop the necessary 'qualifications **and** ability. An employee **failing** to qualify as set out herein may opt to qualify in **the** requirements of the period failed **anytime** after one **(1)** month from the date of the failure.

It is understood that a failure! under **this** paragraph constitutes the last failure allowed at any one **520-hour** training period.

**13.46 - An** employee who fails to become qualified for a job to which learner **rates** are applicable following three **(3)** consecutive determinations; of his qualifications and ability shall be subject to removal from such job, in which case he **shall** revert to the position he occupied before he was assigned to such learner schedule.

**13.47 - Any** employee who **alleges** that a determination of his qualifications and ability has **been** made improperly or that he has been unjustly dealt with **because** of any determination which has been made, may file a grievance to be processed under the grievance procedure of this Agreement.

**13.48 - The** Union shall be consulted regarding:

a) The **prescribed** schedule of work processes and **organized** related instruction which apply to:

- 1) each period of **apprenticeship** training in the case of trade or craft jobs; and
  - 2) each learner period, in the case of a job to which learner rates are applicable; and
- b) the requirement standards which must be fulfilled in **order** to qualify at **each** period of training in either trade or craft **apprenticeships** or learner rates jobs.

**13.49** - Employees who are or **have** been regularly **assigned** on or **prior** to the date the first Standard **Hourly** Wage Scale was made operative (**October 1 st, 1958**) to jobs to **which** learner rates apply shall be considered to be fully qualified and shall not at any time be subject to assignment to the learner schedules for such jobs provided the employee meets the current qualifications for the job or held the job within the past twelve **(12)** months.

#### General

**13.50** -Any mathematical or **clerical** errors made in the preparation, establishment or application of job descriptions, classifications or Standard Hourly Rates shall be corrected to conform to the provisions of this Agreement.

13.51 - Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

13.52 a) - All hours worked up to forty (40) hours in a week by apprentices and learners will be taken into account in the computation of the 1000-hour training periods for apprentices and the 520-hour training periods for learners.

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b) - It is also understood and agreed that apprentices and learners who attend classroom training outside working hours will be paid one (1) hour at straight time rates for each hour in attendance at such formal classroom training.

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#### NORTHERN ALLOWANCE

13.53 - Effective March 1, 1990 a Northern Allowance of one hundred and ninety-seven dollars (\$197.00) per month per single status employee and two hundred and twelve dollars (\$212.00) per month per married status employee will be paid, and on March 1, 1991 a Northern Allowance of two hundred and forty-seven (\$247.00) per month per single status employee and two hundred and sixty-two dollars (\$262.00) per month per married status employee will be paid subject to the following conditions:



1. **One (1)** only Northern **Allowance** per family will be **allowed** at the married status rate.
- 2a) Eligible employees must have earnings or be on annual or extended vacation in order to receive Northern Allowance.
- b) Annual or extended **vacation** pay received at **layoff** or while on layoff or upon termination of employment is not **considered** as vacation taken or as earnings for the purpose of Northern Allowance.
- c) At time of termination employees with regular earnings for less than a full calendar month will receive **prorata** Northern Allowance for that **month** based on the number of days in that month to date of termination divided by thirty (**30**).
3. Northern, Allowance is not considered as earnings for the purpose of **computing** vacation pay.
4. An employee will be **eligible** for Northern Allowance following completion of his probationary period and shall be paid on a pro-rated basis.

5. An employee changing «**status**» as **outlined** above must **notify** the personnel office of such change.

ARTICLE XIV

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REPORTING AND **CALL** BACK

**14.01 - If** an employee reports **for** work on his regular scheduled shift without having been notified previously not to report and if sufficient work is not **available**, he shall be given at least four **(4) hours'** pay at his regular rate for that day at **the** standard rate for his occupation.

- la) If an employee reports to work and **before** the shift starts it is known that there is no work for the employee in his, classification and on **his** regular shift, for the full shift, the **employee** will be allowed to go home with pay as indicated in paragraph **14.01** of this Article. If he is offered another job for the full shift, and he accepts, he will be paid his regular rate. If he declines and provided the **job** offered is one the employee can reasonably perform, he! will be allowed to go home without pay as indicated in **paragraph 14.01**.

- b) An (employee assigned by **the** supervisor to a lower paid job shall be paid the rate of his classification for all **hours** worked.
2. After an employee has worked the first half **(1/2)** of the shift, he may be sent home by his supervisor provided the employee is so notified before the end of the first half **(1/2)** of the shift.

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**14.02** - Employees called out to work outside their normal and regular **hours** shall be paid a minimum of **four (4)** hours at straight **time rates** or **twice (2) the** regular rate for actual hours worked **on** the call-out, **whichever** is the greater. Work required under **the** foregoing circumstances will be confined to work necessitated by the call-out. If, however, employees are informed before the end of their regular shift to commence work before their next regular starting time, the **time** will be computed continuously with the regular day's work and the time worked before the regular starting time will be paid for at the applicable rate.

**14.03** - Article **14.02** will be applied **on** the following basis:

«Normal» Overtime will be paid for:

1. Continuous hours worked following his **regular shift**.
2. **All** hours worked in 'continuity with the start **of** the next shift, where employee is advised before end of his preceding shift.
3. Work performed on assigned rest days where employee is advised **before** end of last shift he works before his rest day.
4. **Replacing** an absentee for a complete shift or part of a shift and he will be told who he is **replacing** and the work to be done when he is called or when reporting to work. The employee on regular annual vacation or extended vacation is not considered an absentee.
5. The employee **called** in to work an extra shift and at **time of** call he is told **that** we expect him to work a minimum of eight **(8)** hours **according** to a **pre-determined** schedule and he will be **advised** at least four **(4)** hours before the start of the regular **shift** and for the day shift he will be advised before midnight.

«Call-Out» time **will** be paid for:

6. Subject **to** item **4.** and item **3.,** employees called **after** leaving the job, to perform a specific **job.** Work to be performed will be specified and the employee is expected to work the hours required by **the** call-out or until he is relieved.
7. Employee called on **assigned** rest day and who is not advised as in **5.** above and who is not called **as** a replacement.
8. Employee called to work for less than full shift and continues working on regular shift without relief (hours prior to regular shift paid as call **out**).

## ARTICLE XV

### VACATION WITH PAY

**15.01** - Vacations shall be granted through all the year in accordance with the schedules drawn up under the provisions of paragraph **15.02.**

**15.02** - The vacation schedule for regular and extended vacation will be worked out each year by Company and Union representatives with the aim of posting ~~the~~ schedule not later than November **30th**. The schedule may be reviewed periodically as the need arises as to the number of employees to be released, however, except in the case of **unforeseen** circumstances, the schedule will not ~~be~~ altered without consent of both **parties**. The objective is to allow the maximum number of employees **vacation** in the period of their preference based on the operational requirements of the Company. A copy of the posted schedule will be sent to the Union.

**15.03** - Each year of completed continuous service with the Company qualifies the employee for vacation in accordance with the following schedule described in paragraph **15.04**.

**15.04** - Employees shall be allowed annual vacation with pay varying with the length of **continuous** service and prorated with the months actually worked during the year according to the following scale:

54 -> also  
 01-03 -> see p. 91  
 02-04 ->  
 03-05 ->  
 04-06 ->

**Length of Continuous Service**      Maximum s  
Allowed Vacation

After 1 year's service	<b>18</b> days
After 2 years' service	<b>23</b> days
After 3 years' service	<b>28</b> days
After 4 years' service	<b>33</b> days

Length of continuous service is determined by the anniversary of the employee's most recent date of hire and shall include any time an employee is on layoff by the Company due to lack of work and during which the **employee retains** and continues to accumulate seniority.

**a) Employees**, should they so desire and within the guidelines of this Article, may choose to split their annual vacation subject to the following criteria:

1. An employee will be permitted to split annual vacation only once.
2. Minimum **allowable** vacation is 7 days
3. Subject to provisions of Appendix "I" the employee may choose to take complete Air Transportation Subsidy on either portion of the vacation.

4. Vacation pay will be paid for each portion of the vacation based on the number of days taken.

15.05 a) - Maximum calendar days shall not be reduced as a result of **authorized absences** due to medical **reasons** or Union business. Maximum calendar days shall be reduced for any other **authorized** leave over **one (1)** month.

b) - Maximum days allowed **vacation** shall be reduced, on a **prorata** basis, by complete months not worked due to layoff but in no case will the maximum days allowed be less than **fourteen (14)**. At time of vacation, an employee will be allowed a leave of absence without pay for any vacation time cut due to layoff, if he wishes.

c) - For each two **(2)** consecutive days of **unauthorized** absence during the year entitling an employee to vacation, the applicable maximum calendar days vacation due an employee, as determined in paragraph **15.04**, shall be reduced by one half **(1/2)** of a day but in no case will the vacation days **entitlement** be less than **fourteen (14)** days.



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d) - An annual vacation bonus of one hundred and ten dollars (**\$110.00**) per week fifteen dollars and seventy-one cents (**\$15.71**) for each day of annual vacation granted will be paid for vacation days taken **from** October **1st** to December **14th** and January **16th** to May **31st**. The vacation bonus will also be paid if annual vacation pay is given to an (employee at **time** of layoff, **provided** such layoff falls in **the** above mentioned periods.

15.06 a) - Annual vacation pay shall be computed by multiplying the employee's gross earnings for twenty-six (**26**) pay periods starting with the pay period following the service anniversary date by the **percent** factor corresponding to length of service as outlined below:

Length of Continuous S e r v i c e A -	% Factors of <u>Earnings</u>
After 1 year	<b>5.33%</b>
After 2 years	<b>6.81%</b>
After 3 years	<b>8.29%</b>
After 4 years	<b>9.77%</b>

b) - Vacation pay or the equivalent of his vacation pay without taking such vacation shall be considered as earnings for computing subsequent vacation pay.

15.07 - It is the desire of the Company and the Union that every employee entitled thereto shall receive a vacation; and an employee shall not be entitled to any payment in lieu of a vacation unless the Company and employee shall agree that, the **employee** shall not take such vacation or **portion** thereof, **in which** case the Company shall pay to him the **equivalent** of his vacation pay without taking **such** vacation.

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15.08 a) - Employees who are eligible for vacation pay may **request** same up to fifteen (15) calendar days in advance and will receive same not later than seven (7) calendar days prior to the date they are scheduled to proceed on vacation. In cases where the amount of actual vacation pay is not available within the time specified **above**, employees will receive an approximation thereof, which will be subsequently **adjusted**.

b) - Employees who are entitled to vacation upon layoff **shall** receive vacation pay at **time** of layoff if the employee so specifies or in **accordance** with a vacation schedule established prior to his layoff.

c) - Employees **who** are eligible for vacation pay will receive same at the time they are discharged.

**15.09 - Employees** with less than one **(1)** year's continuous service, for vacation purposes will receive, upon a break in continuous service, four percent **(4%)** of gross earnings **since** their date of hire. Employees with more than one **(1)** year's continuous service for vacation purposes will receive, upon a break in continuous service, **four percent (4%)** of gross earnings since the date of the pay period nearest to their last hiring anniversary date. In addition to vacation pay to which they may **be entitled** under paragraph **15.06** or whatever is provided by law, whichever is **greater**.

**15.10** - An employee who returns from vacation will be entitled to overtime for days worked in the week he returns on the same basis as for the same week as if he had not been on vacation and had worked his regular scheduled week.

**15.11** - **Until** such time as a highway connects Labrador City with a provincial highway system, employees and their immediate dependents will be entitled once **per** vacation year, provided the employee has acquired **vacation** rights, to a free return passage Labrador City to **Sept-Îles** via Quebec North Shore & Labrador Railway. At vacation time and for the same purpose the employee will be entitled to **free** return transportation, as provided by the Quebec North

Shore & Labrador Railway, for his personal automobile and one (1) space in a «car carrier», for his personal trailer, motor home, camper, canoe or boat on trailer. In the event that the trailer, motor home, camper or boat on trailer, exceeds the normal limits of the «car carrier»), one (1) space on a flat car will be provided for the trailer, motor home, camper, or boat on trailer. Any charges incurred in excess of 4,500 pounds will be at the employee's expense. For the purpose of this Article the personal automobile may be in the spouse's name. Furthermore, each employee will be entitled to a second free return passage for his personal automobile from Labrador City to Sept-Îles via Quebec North Shore & Labrador Railway.

#### 15.12 - EXTENDED VACATION

1. Each five (5) year period of completed continuous service with the Company qualifies the employee for EV based on five (5) weeks of EV after five (5) years of service and nine (9) weeks of EV after ten (10) years of service. Each additional five (5) year period of continuous service, after ten (10) years of service, qualifies the employee for EV based on nine (9) weeks of EV.

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- 2a) Employees who, as of August **18th, 1966**, had **five (5)** years of service or more but less than ten **(10)** years of service and were granted **EV** in accordance with the table set out in the **1972 - 1975** collective **agreement** start to accumulate their second **EV** as of their **employment** anniversary date in the year in which they received their prorated **EV**.
- b) **Employees** who were **entitled** to **EV** as of August **18th, 1966**, in accordance with the table set out in the **1972- 1975** collective agreement and received their first **EV** after accumulating ten **(10)** years of continuous service, begin to accumulate their second **EV** on **their tenth (10th)** employment anniversary.
3. Employees who had ten **(10)** years or more service **as** of August **18th, 1966**, are entitled to a second **EV** after five **(5)** years of service from their employment anniversary **date** in **1966**.
4. Employees who reach their first five **(5)** years of **service** after August **18th, 1966**, are entitled to **EV** as of the date of their fifth **(5th)** employment anniversary date. Such employees are entitled to a second **EV** after five **(5)** years of service from the date they **became entitled** to their first **EV**.

5. The date **of** entitlement of the second **EV establishes** the start of the third five (5) year period of service. The start of each subsequent five (5) year period of service **is** established **In the** same manner as the third five (5) year period.
  
6. For an employee entitled to **EV** before signature date of the **1981-1984 Agreement**:
  - a) **EV** days and **pay** will be **In** addition to **annual** vacation and shall be **added** to, paid **and** taken with **an** employee's annual vacation;
  
  - b) **all** or any portion of **EV** days **entitlement** may be cancelled in the year an employee is scheduled for **EV** pay; if the employee opts for **EV** days he must specify his option for **EV** days **entitlement** at the time he makes **application** for annual vacation. The **employee** will receive pay for his full **EV** entitlement if he opted not to take his **EV** days entitlement.

7. For an employee becoming entitled to **EV** on or after the signature **date** of this Agreement:
  - a) **EV** will be paid in full in the six **(6)** **weeks** following the end of the pay period in **which** the service anniversary date completing the **5-year** period entitling the employee to **EV** falls, if the employee so desires. Otherwise the employee **will** be paid in full at the time he takes the extended vacation time;
  - b) all or any portion of **EV** days entitlement may be cancelled. If an employee wishes to have **EV** days, they can be scheduled with any one annual **vacation** of the five **(5)** years following **EV** entitlement; however, the employee must specify his option for **EV** days entitlement at the time he makes **application** for annual vacation and paragraph **15.12.10** applies.
8. **EV** days and **EV** pay will be calculated in the same manner and will be subject to the same conditions as annual vacation except that a five **(5)** year base will **be** used for **EV** instead of the one **(1)** year **base**. The maximum number of calendar days allowed

EV multiplied by **.29606** will establish the percent (%) of earnings to be granted as EV pay.

9. EV will be scheduled in accordance with the 'vacation scheduling procedures that apply to the **bargaining** unit. The **desires** of the **individual** employee will be **taken** into account **insofar** as practicable! but **final** allotment must be approved by the **Manager** to insure orderly operation.
10. Only in the case of termination will the Company be required to **allot EV** time or pay in excess of twenty percent (**20%**) of the employees entitled to EV in the calendar year in question.
11. in cases of employment termination due to Technological, **Organizational** or Operational Changes, extended **layoff**, death of an employee. retirement (normal, early, special early, postponed) under the Pension Plan Agreement governing this bargaining unit, employees or beneficiaries of deceased employees, so terminated will be entitled to a **prorata EV** based on the service period completed at such termination date since last previous **entitlement date** to EV or since hiring date, as the **case** may be.



**12. Service Bonus:**

For the second and each **subsequent** year of **service** completed after February **28th, 1979**, and for which an employee receives an annual vacation pay, extended vacation pay will be increased by a **20-hour** service bonus. Such service bonus will be paid at the same time as extended vacation pay and at the Standard Hourly Rate of the regular job held at each service year anniversary date in the **applicable** period of years preceding the date **EV** is paid.

**ARTICLE XVI**

**HOLIDAY!;**

**16.01 a) - For** any of the holidays hereafter mentioned, each **employee** will receive a holiday pay **equal** to eight **(8)** times the applicable hourly rate of the job to which **he** is regularly assigned, exclusive of shift and overtime premiums, provided that the employee is not absent without **leave** on the scheduled shift immediately preceding or following the holiday:

New Year's Daly  
St. Patrick  
Good **Friday**  
Victoria Day  
Canada Day  
Regatta Day  
Labour Day  
Remembrance Day  
Christmas Day  
December **26th.**

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**b) - Notwithstanding 16.01 a)**, an employee on vacation or who is laid off the day following or preceding the holiday shall be entitled to **holiday** pay.

c) - To be entitled to holiday pay set out in **16.01 a)**, an employee must have worked during the course of the two **(2)** weeks that precede the **holiday**.

d) - The **date** for Regatta Day will **be** established annually not **later than May 15th**. Prior to April **15th** of each year **the** Company will request the Union, by **registered** mail, to advise the Company of the date on which Regatta Day will fall in that year. The Union will so advise the Company, by registered mail, not later than May **15th**; if the Union does not do so, the date will be fixed by the Company and will not be subject to change.

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**16.02** - in addition to the holiday pay mentioned in paragraph **16.01**, employees required to work on a holiday will be paid as follows: **150%** of their regular rate for the first eight **(8)** hours; **200%** of their regular rate for the next four **(4)** hours; **250%** of their regular rate for all hours worked over twelve **(12)** hours. However, in the case where employees would have the right to a higher hourly **rate** for such hours worked, in accordance with another provision of the collective agreement, they will be paid at such higher hourly rate instead of the rate provided for in this paragraph.

**16.03** - Holiday pay hours shall be considered as hours worked only to make the hours actually **worked** after the holiday **within** the work week (i.e. Monday through Sunday) eligible for overtime. if **the** holiday falls on a day following the last day worked by the employee In the work week, the **holiday** pay hours shall not be considered as hours **worked** for the purpose of **computing** overtime.

## ARTICLE XVII

### LEAVE OF ABSENCE

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**17.01 a)** - An employee may be granted a leave of absence upon submitting a written request to his **shift** or department supervisor outlining the reasons for the leave and its length. Leaves of absence will not arbitrarily be denied, but management shall have the right to grant **leave** and determine its length. **However**, should an employee feel **that** his leave has been **arbitrarily** denied, **he** may refer the matter for discussion with his department superintendent. if the Company denies a leave of **absence**, the reasons **for** this refusal will be given to the employee. **The** only benefits accrued during leave will be seniority and those other benefits the collective agreement **specifically** states will be accrued.

**b) (1) - An** employee who ~~is~~ absent for reason of sickness **for** more than three **(3)** days shall present a **medical** certificate covering the time lost upon returning to work.

**(2) -** The Company will administer «fit to return to **work**» slips concerning lost **time** accidents resulting from accidents during working hours and medical **leaves** of absence requiring **hospitalization** in a city other than the city of residence on the ifollowing basis:

**i) Accidents** during working hours:

An employee returning to work following a lost time accident provided the normal procedure **was** followed In conformity with the rule!; of the Workers' **Compensation** Commission, will report to the personnel office with proof of physical fitness from his attending **physician**. Should the Company require further evidence of physical fitness through a Company designated physician, the Company will pay for **the** required examination and will pay the employee at his regular rate for scheduled hours lost resulting from such an **examination**.

ii) Leave of **absence** requiring **hospitalization**:

An **employee returning to work** after **hospitalization** in a city other than his city of residence will **report** to the personnel office **with** proof of **hospitalization** and proof of physical **fitness** from **his** attending **physician**. If the Company requires further evidence of physical fitness, cost of the examination and pay for the time lost, if any, will be handled as in paragraph **i**) above.

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**17.02 a)** - In case of death in his immediate family, an employee **will** be allowed three **(3)** consecutive scheduled shifts, based on the day of **the funeral**, with pay at **his** basic rate **provided** he **actually** loses the three **(3)** days on account of such death.

**b)** - The provisions of paragraph **17.02 a)** will apply to an employee who was not scheduled to work due to being **on** an **authorized** leave of absence for reason of illness of a member in his immediate family which resulted **in** the death of that member of his immediate **family** **during** the period of the employee's **authorized** leave of absence.

**17.03** - For the purpose of paragraph **17.02** ((immediate family» is defined as wife or husband, daughter, son, brother, sister, father, mother, **father-in-law**, mother-in-law, **brother-in-law**, sister-in-law, employee's grandmother, grandfather and grandchild.

**17.04** - During the life of this Agreement, to further **an** employee's educational standard, leaves of absence may be granted without pay to a maximum of six **(6) employees** at any one time and not more than one **(1)** per **classification**, who have at least two **(2)** years' seniority in the bargaining unit to attend on a full time basis, a course of studies of at least six (6) months' duration at a recognized educational institute, Employees must submit a letter of acceptance from the institute not less than two **(2)** weeks prior to the start of the leave requested. Such leave shall at no time exceed the time required to complete the course of study in that academic year and **paragraph 17.01** shall apply. Seniority will be considered in granting leaves of absence, however, if the course of **studies** lasts more than one **(1)** year, renewal of the leave will be considered ahead of new leaves.

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**17.05 - Maternity leave** of absence will be granted to female employees who have **acquired** seniority in the **bargaining** unit. Such **request** for leave **shall** not be refused by the Company and **shall** commence between **the** second and the fourth month prior to the anticipated date of birth of the **child** and shall **terminate** at **the latest six (6) months** after the birth but shall not exceed a **total of eight (8) months**.

Such employees shall be restored to their former **position** if work is **available** and they are capable of performing the work, provided they return to work as outlined in **Article VI**. If **their** former position is not available, **such** employees may exercise their **displacement** rights, as outlined in **Article VI**. If the Company hires a new employee to fill a vacancy resulting from a maternity leave of absence, such employee may exercise **any** seniority rights that apply or be laid off without notice at the expiration of the leave of absence.



## JURY DUTY

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**17.06** - Effective as of the date of the commencement of the Criminal Court in Labrador City, an employee who is summoned for jury duty in his county of residence and is **required** to lose time from his assignment **as a result thereof shall be paid for actual time lost** with a **maximum of one (1) basic** day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the Court for meals, lodging or transportation, subject to the following requirements and limitations:

- a) an employee must furnish the Company with a statement from the Court of jury allowances paid and the days on which jury duty was performed;
- b) the number of working days for which jury duty pay shall be paid is limited to a maximum of sixty **(60) days** in any calendar year;
- c) no jury duty pay will be allowed for any day for which the **employee** is entitled to vacation or general holiday pay. An employee who is scheduled for his vacation while he is acting as juror may re-schedule his vacation in a free period;

d) minimum notice of three **(3)** days, when possible, **along with** copy of the summons must be furnished to the **employee's** supervisor.

## ARTICLE XVIII

### SAFETY & HEALTH

**18.01** - The Company, the Union and the **employees recognize** their obligations and rights according to **the** laws In force, with respect to matters of **safety** and health.

The **parties recognize that** it is the responsibility of the Company to make necessary provisions for the safety **and** health of its employees at the work place. In their desire to maintain high standards of safety and health at the work place, the Company and the Union will cooperate in the continuing objective of eliminating accidents and health hazards and in advocating observance of safety rules and policies.

**18.02** - The Company and the Union agree that in order to achieve high safety standards, proper attitudes must be developed by all concerned due to the primary role of the human element In any sound accident prevention and industrial diseases programs.

**18.03 a ) (i) -** The Company **recognizes** the importance of a safety and health committee to further **safety** and promote desirable communications to this effect. This committee will consist of three **(3)** Union Safety Representatives employed in the Safety Department, a Union Environmental Technician and up to four **(4)** members appointed by management. The union and the company shall each designate their respective co-chairman for this group.

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ii) - The three Union Safety **representatives** shall be paid forty **(40)** hours per week plus all normal benefits and shall work full **time** under the direction of the head of the Safety Department.

iii) - In addition to the three **(3)** employees in **18.03 a ) ii)**, the company will maintain one **(1)** further union position in the **environmental** department. The incumbent **shall** work full time under the direction of **the** head of the **Environmental** Department and shall be paid forty **(40)** hours per week plus all normal benefits.

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b) - Inspection tours of Company facilities by the safety and health committee shall take place monthly or **bi-monthly** as **mutually** agreed to seek out unsafe acts and **unsafe conditions**. The **Company** will notify the committee members of the time of the inspections.

c) - in the discharge of its <functions the committee shall: consider existing practices and rules relating to safety and health, review and **formulate appropriate** and necessary **suggestions** for changes in existing practices and **rules**, recommend adoption of new practices and rules, review and revise proposed new safety and health programs, review and **analyze the** cause and means to be taken in case of unsafe acts and conditions, **accident** statistics, **and** trends as well as noise, dust, fumes, gas, hazardous chemicals, cold and heat reports **and** make appropriate and necessary recommendations **concerning** the functions and duties set out **above**.

**18.04 - Recommendations** of the safety and health committee together with **supporting** documentation and reasons **shall** be submitted to the Manager for his consideration in **order** to provide for the safety and health of its employees **during** working hours and at all , times when legitimately on company property.

The Manager will {advise the committee of the appropriate action to be taken by the Company on **the** recommendations submitted.

**18.05 - The committee shall hold a monthly meeting at a time determined by the co-chairmen of both [parties. Each co-chairman shall submit a proposed agenda to the other co-chairman at least five (5) days prior to the monthly meeting. The Company co-chairman will provide the Union co-chairman with minutes of the monthly meeting within forty eight (48) hours (excluding Saturdays, Sundays and holidays) following this meeting. Furthermore, should conditions warrant, the co-chairmen, by mutual agreement, may call such meeting;; as they deem necessary.**

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**18.06 - Prior to the monthly meeting, the co-chairmen, or the Health and Safety Committee designate of each co-chairman, may inspect mutually selected work areas in respect of such matter as: accident investigation follow-up; excessive noise, heat, cold and hazardous chemicals, fumes, dust or vibration as they pertain to employee's health; reported unsafe conditions. A report of the inspection shall be prepared by the Company and transmitted to the Union co-chairman setting forth their findings.**

**18.07** - in the **case** of accidents which result in disabling **Injury there** will be a fact finding investigation **and** the company will immediately, but not later than 'twenty-four **(24)** hours from the **time** of the accident, notify the **Union Co-chairman** or a member of the Safety & Health Committee. **In** the case of accidents which did not, but **could** have resulted in disabling injury, such **Investigation will** also be carried out if the co-chairmen deem It necessary. The union **co-chairman**, or his Health & Safety Committee **designate**, may visit the scene **of** the accident with the **company** co-chairman or **his** designate. Each **will** submit his report to the Safety & Health Committee.

**18.08** - Any time a safety hazard develops, it may be **addressed** by the **appropriate** Union Safety **Representative** and brought to the attention of the **head** of the Safety Department. This person will then **advise** the **Union** of the appropriate action to be taken by the Company.

**18.09** - The Company and the Union will continue their program of air sampling and noise testing. Where the area representative of the Safety and Health, Committee **alleges** a significant on the job health hazard due to air pollution **or** noise, the Company **and** the Union will also make such additional noise tests and air samplings as are necessary. **A** report based

on such additional noise tests and air **samplings** shall be forwarded to the Safety & Health Committee.

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**18.10 (1)** - Should- an employee or a group of employees believe that there exists an unsafe, unhealthy or dangerous **condition** with respect to the area in which he is working, other than the normal hazards in his **work** or working area, **he shall have the right to stop working** and he shall **immediately** report the condition to his **supervisor** who shall investigate the condition and take steps necessary **to** correct it.

**(2)** - If the employee is not satisfied with the decision of his supervisor, he shall have the right to be relieved from **duty** on the job in respect of **which** he has complained and will be **assigned** to another job at his regular rate, or the rate **of** the job performed if **higher**. Should the stoppage of work due to an alleged unsafe, unhealthy or dangerous condition affect other employees, such employees will be reassigned to other jobs at their regular rates, or the rate of the job performed if higher.

**(3)** - As soon as possible, a Union and a Company representative of the safety **and** health committee will be called in by the supervisor to inspect the alleged unsafe condition. The employee may be called in **at** the **request** of a committee representative.

(4) - if the representatives agree that the condition was in fact unsafe, the employee shall be reassigned to the job when the unsafe condition has been remedied.

(5) - If the **representatives** disagree as to the safety of the **condition**, **the Union** shall have the right to file a grievance at step **3** of the grievance **procedure** in accordance with paragraph **7.07** lb) or request appropriate governmental **intervention**.

(6) - **Pending** resolution of the matter, the Company has the right to offer the work in dispute to another hourly employee who will be advised of the refusal by the regular employee to perform the work for safety reasons. If this hourly employee refuses to perform the work in dispute, **while** awaiting the **resolution** of the problem by one or the other of the methods set out in **5)** above, the Company will have the right to continue to have the work performed.

(7) - The Company may present a grievance in the event that paragraph **18.10** is subject to vexatious or **abusive** treatment.



**18.11 - Protective devices, wearing** apparel and other equipment necessary to properly protect employees from Injury shall be **provided** by the Company in accordance **with** practices **now** prevailing or as such practices may be improved from time to time by **the** Company. The safety and health committee may make recommendations with respect to **this** paragraph.

When the Company introduces new personal protective apparel or extends the use of protective apparel **to** new areas or issues new rules relating **to the** use of protective apparel, the **matter** will be **discussed** with the members of **the** safety and health **committee** in advance in order for **the** committee to form an opinion as to the **adequacy** of the **protective** apparel and with the objective of increasing co-operation.

**18.12 - The Company** shall provide adequate first-aid during working hour;.

**18.13 a) - If time is** needed by an employee during his normal working hours to visit the doctor as a result of a work accident and the time for such visit is not **compensated for** under the Workers' Compensation Act, no loss of pay shall result.

b) (1) - Employees shall be allowed a complete **annual industrial examination which** will be carried out in accordance with the prescribed medical examination.

(2) - The **examination may** be carried out by the physician designated by the Company or by the **physician** of the employee's choice. Should the employee not use the **services** of the **physician designated** by the Company, the Company will pay an amount up to the cost of **providing** the complete industrial **examination** through the Company. Where **the** employee uses, the **services** of the physician of his choice for the **Industrial** examination, the examination results **required** for employment **purposes** shall be forwarded to the Company designated **physician**.

(3) - The **above examinations** will be **carried** out outside **the employee's** work hours and the employee will be allowed one (1) hour at his regular straight time rate for **attendance** at such examination. The employee **will** receive an invoice form from **the** Company. The form will state that the employee **has** taken the prescribed examination. On receipt of the **invoice** the Company **will** pay the doctor his fee up **to** the agreed amount prescribed for such examination.

**(4) - Should the Company require an employee to be examined by the Company designated physician during the employee's regular scheduled shift, no loss of pay shall result.**

**(5) - Employees** who are required to obtain a Miner's Medical will be allowed one **(1)** hour at his regular **straight** time rate for attendance at **such** examination.

**1 8.14 a) -** A copy of the safety department's **report on** lost-time **accidents** and a first-aid station **report** shall be forwarded to the Union co-chairman of the safety and health **committee**. Such report may be discussed at committee meetings.

**b) -** When an **employee** signs a form **prescribed** by the Workers' Compensation Commission, a copy of such form, as submitted by the Company to the **Commission**, will be made available to the **Union** upon **request**.

**c) - When** the Company contests a request for indemnity, the **Union** will **be** advised of such **contestation**.

**18.15 -** During the life of the present collective agreement, it is the intent of the **Company** to provide for eye examinations and **prescription** safety glasses under the following conditions:

- 1) if **the** employee does not **use** the services of the Company **optometrist**, he will be reimbursed a maximum of twenty-five dollars (**\$25.00**) for an eye examination, not more than once a year, upon presentation of a proper doctor's invoice;
- 2) the Company will pay an amount up to the cost of providing the safety glasses through the **Company** once every six (**6**) months;
- 3) under the same conditions as **2)** above, the Company **will** replace safety glasses broken or damaged on the job.

18.16 (1) - Should an employee contract an industrial **disease** from Company work processes which renders the employee unable to maintain **necessary** standards of health **on** the job he was regularly performing, **the employee will be moved to some other job for which he is qualified.** **The** foregoing will also apply to **an** employee who contracts an industrial disease for which a permanent partial disability is **recognized** under the Workers' Compensation Act.

(2) - Should the Company not offer the employee a job **of** equal or higher rate, the employee **will** be treated as being laid off and paragraph **6.07** will apply.

(3) - If the employee is treated as **being laid** off, the Company will maintain the difference between the rate of the regular job held and the rate of the **job** obtained through the **provisions** of **paragraph 6.07**.

(4) - If an employee refuses a job of equal or higher rate for which he qualifies medically and in **accordance** with the terms of the collective agreement, he shall be paid the Standard Hourly Rate! of the job in which he exercises seniority.

(5) - If there is disagreement as to the **employee's medical** condition rendering the employee unable to perform a job under the terms of **18.16 (1)**, the employee **shall** be **examined** by a physician chosen by the employee's physician and the Company designated physician. The medical opinion of the third physician after examination of the employee and consultation with the other two **physicians** shall decide the matter. The fees and expenses of the third physician shall be shared **equally** by the Company and the **Union**. Regular wages **lost** and reasonable expenses incurred by the employee as a result of an examination **required** by the third physician will be paid by the Company.

ARTICLE XIX - Not used.

ARTICLE XX

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CONTRACTING OUT

**20.01** • The Company will do repair, maintenance and production work with employees of the bargaining unit. Contracting out will **be** kept to a minimum.

**20.02 a)** • No employee In the bargaining unit will be laid **off** or displaced to a lower rated job because of work normally accomplished by the employees In the **bargaining** unit being contracted out, or such work **being** performed on site by a contractor. Furthermore, before contracting out such work, the Company will recall, in accordance with **6.11 a)**, qualified employees who are laid off or displaced, for such work, provided these **employees** are **available**.

**b)** . No **employee** working In a job in the department or **departments** in which a **contractor** Is employed will be displaced from his department, because of the contractor's work, during the period of **time** a contractor's **employee** is working **in** a **similar** occupation on site.

Employees working in the department or departments where a contractor is employed will be scheduled for not less than the same number of hours per week as employees in the bargaining unit working in other departments.

**20.03** - in accordance with paragraph **20.04**, before the Company finally decides to contract out repair, maintenance or production work, the Company **will** provide the contracting out committee with detailed information as set out in Appendix "**H**" so that the Union members of the committee can adequately form an **opinion** as to whether or not such work should or should not be **contracted** out. Should the scope of the contractor's work. be **changed** during the **contract** period the changes will be treated as a new contract.

**20.04** - **Not** less than ten (**10**) days before the Company finally decides to contract repair, maintenance or production work which is normally carried out by its regular qualified employees, the **Company** will **notify** the Union committee in writing. When the Company cannot give the ten (**10**) days' notice, a verbal notice will be **given** immediately it becomes possible to **do** so and confirmed by telegram.

Within **five (5)** days of **the** notice providing the detailed Information as set out **in 20.03**, should the Union committee so request, a meeting of the committee **will** be held to review this information.

**20.05** - The committee **mentioned** in **20.03** shall be **composed** of **four (4)** Union **representatives** and four **(4)** Company **representatives**. If a meeting is **desired**, the **Union committee** members shall not lose regular earnings while in attendance! at **this** meeting. **Upon** request, one **(1)** member of the **Union** committee will be allowed up to **eight (8)** hours per month at his regular rate to Investigate **contracting** out complaints in conjunction with a **Company** representative.

**20.06** -Any **alleged** violation of the provisions of Article **XX** shall be subject to the grievance procedure and **processed** in **accordance** with paragraph **7.07 b)**.

**20.07** - An individual employee who has been laid off or displaced in violation of the provisions of paragraph **20.02** may **file** a personal **grievance** for the pay he **claims** to have lost,



**20.08** - A contractor working on site under paragraphs **20.03** and **20.04** will not perform repair, **maintenance** or production work, not associated with this contract, normally performed by bargaining unit employees. Should this occur an employee may lodge a grievance at Step 2 in accordance with the provisions of paragraph **2.03** and any claim payable will apply **from** the date **the** grievance was filed..

## ARTICLE XXI

### STRIKES AND LOCK-OUTS

**21.01** - The Company agrees that **there** shall be no lock-out during the life of this Agreement.

**21.02** - **On** the other hand and for the same reasons, the **Union** agrees that there will be no strike, picketing, concerted slowdown or stoppage of work.

**21.03** - The Union further agrees **that** it will not involve any employee of the! Company, or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer. An employee who

holds a Union position at the Company and is granted a leave of absence under the provision of Article! **4.09** is not 'touched by the above provision in exercising a Union representative function In a difference involving another employer.

## ARTICLE XXII

### **AUTHORITY OF THE UNION**

**22.01** - The United Steelworkers of America (Local **5795**) and its duly appointed or elected representatives agree that they have authority from the members of the said Union to enter into this Agreement and **agree** that this Agreement shall be binding upon the **same** Union and/or Its **members** under the Laws of the Province of **Newfoundland** - Labrador.

## ARTICLE XXIII

### NOTICES

**23.01** - Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:  
iron Ore Company of Canada,  
**P. O. Box 1000,**  
Labrador City,  
Newfoundland - Labrador.  
**A2V 2L8**

To the Union:  
Recording Secretary,  
Local **5795,**  
United Steelworkers of America,  
**105** Hudson Drive,  
Labrador City,  
Newfoundland - Labrador.  
**A2V 1L4**

**23.02** - Any notice so mailed shall be deemed given as of the next business **day after** date of mailing. The registration receipt shall establish the date of mailing.

**23.03 - Provisions** of this Article apply to all articles having time limits.

**23.04** - Either party may change its **address** for service of notices at any time by notice as above mentioned.

## ARTICLE XXIV

### VALIDITY OF THE AGREEMENT

**24.01** - If any provision of this Agreement was void in view of the **provisions** of the Labour Relations Act of the Province of Newfoundland - Labrador, the other provisions of the Agreement shall not be affected in any way by such nullity.

## ARTICLE XXV

### HEADNOTES

**25.01** - Headings, titles and **sub-titles** for the various paragraphs are not part of the Agreement, nor are **they** to be construed as **such**.

## ARTICLE, XXVI

### LEGAL TEXT

**26.01** - The English text is the legal text of this collective agreement.



ARTICLE: XXVII

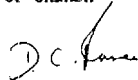
DURATION OF THE AGREEMENT

**27.01** - This Agreement shall become effective on **March 1 st, 1990** and shall remain in full force and effect **until** the **28th** day of **February 1993**.

**27.02** - **WithIn** the ninety (**90**) days preceding the expiration of **this** Agreement, either party may notify the other party of Its desire to **negotiate** the terms and conditions of a new Agreement.

IN **WITNESS** WHEREOF Iron Ore Company of Canada has caused its corporate seal to be affixed under **the** hands of its proper officers in that behalf and the duly appointed or elected representatives **of** United Steelworkers of America (Local **5795**) have hereunto set their hands and seals this **18th** day of April **1990**.

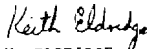
IRON ORE COMPANY  
OF CANADA



D.C. RANCE  
President



J.M.R. GAGNON  
Executive  
Vice-President



K. ELDRIDGE  
Vice-President  
Human Resources



D. SEYMOUR  
Manager,  
Human Resources



A. ROBERTSON  
Superintendent,  
Labour Relations

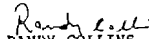
UNITED STEELWORKERS OF  
AMERICA Local 3793



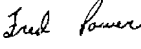
BOB YOUNG  
Sub-District Director



JOHN KINGSTON  
Staff Representative



RANDY COLLINS  
President



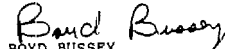
FRED POWER  
Negotiation Committee



BOB BRUCE  
Negotiation Committee



ALVIN BANFIELD  
Negotiation committee



BOYD BUSSEY  
Negotiation committee

APPENDIX "A"  
CO-OPERATIVE WAGE STUDY  
**(C.W.S.)**  
MANUAL  
for  
JOB DESCRIPTION  
**CLASSIFICATION**  
and  
WAGE ADMINISTRATION  
MARCH 1 **st**, 1958

Including **C.W.S.** Procedure for handling **new** or  
changed jobs **dated** January **11 th**, 1990.

APPENDIX "B"  
LEARNER PERIOD **FOR CLASSIFICATION** ANALYSIS

Division: Labrador City Date: 1990

STANDARD TITLE	LEARNER RATE			HOURS AND JOB CLASS FOR LEARNING PERIODS		
	MONTHS FACTOR 2	JOB CLASS	NO. OF LEARNER PERIODS	520 H. 1st Per.	520 H. 2nd Per.	520 H. 3rd Per.
Agglomerating Attendant { 1)	19-24	9				
Blaster	7-12	10	i	8		
Blaster Line Crew	7-12	9	1	7		
Control Room Operator - Concentrator (1)	31-36	15				
Crusher Operator	13-18	14	2	10	12	
Dragline Operator	7-12	ii	i	9		
Drill Operator - Airtrac	7-12	8	1	6		
Drill Operator - Production	25-30	12	3	6	8	10
Equipment Attendant - Concentrator (1)	13-18	8				
Float Driver	7-12	10	1	8		



Grinding & Crushing Attendant (1)	13-18	9				
Haulage Truck Driver	7-12	11	1	9		
Induration Attendant (1)	13-18	9				
Loading Pocket Operator	7-12	8	i	6		
Lox Plant Operator	19-24	12	3	6	8	10
Material Handling Attendant (1)	13-18	9				
Mine Attendant (1)	7-12	8				
Mobile Crane Operator	13-18	12	2	8	10	
Mobile Equipment Operator	13-18	11	1	9		
Pelletizing Control Operator	25-30	13	2	9	11	
Process Attendant (1)	13-18	8				
Sampler - Analyst (1)	19-24	11				
Senior Attendant - Pellet Plant	19-24	10	3	4	6	8
Senior Attendant - Concentrator	19-24	10	2	6	8	
Shovel Operator	25-30	17	3	ii	13	15
Track Equipment Operator	7-12	9	i	7		

(1) Learner periods to be confirmed

For reference purpose only, the following lists jobs according to job class and indicates standard hourly rate in conformity with Article 13.01.

JOB CLASS	JOB TITLE	MARCH 1	MARCH 1	MARCH 1
		<u>1990</u>	<u>1991</u>	<u>1992</u>
1	Janitor	14.57	15.62	16.67
2	Labourer - Beneficiation Plants Labourer - General	14.78	15.86	16.93
3	Toolcrib Attendant	14.99	16.10	17.19
4	Labourer - Maintenance Oil Unloading Attendant Labourer - Track	15.20	16.34	17.45
5	Drill Operator - Jackhammer Steam Cleaner Utilityman	15.41	16.58	17.71
6		15.62	16.82	17.97

7	Freight Handler Plant Operator Tire Shop Man	15.83	17.06	18.23
8	Drill Operator - Airtrac Equipment Attendant - Concentrator Loading Pocket Operator Mine Attendant Process Attendant - Concentrator Truck Driver	16.04	17.30	18.49
9	Agglomerating Attendant - Pellet Plant Blaster - Line Crew Compressor Boiler Operator Grinding & Crushing Attendant Concentrator Hydraulic Crane Operator Induration Attendant Material Handling Attendant - Pellet Plant Track Equipment Operator	16.25	17.54	18.75

10	Blaster Float Driver Senior Attendant - Concentrator Senior Attendant - Pellet Plant	16.46	17.78	19.01
11	Dragline Operator Haul age Truck Driver Mobile Equipment Operator Sampler Analyst	16.67	18.02	19.27
	* Painter	17.51	19.22	20.83
12	Drill Operator - Production Heating and Steam Plant Operator Lox Plant Operator Mobile Crane Operator	16.88	18.26	19.53
13	* Carpenter	17.93	19.70	21.35
	Pelletizing Control Operator	17.09	18.50	19.79
	* Painter - Letterer	17.93	19.70	21.35
	* Pipefitter	17.93	19.70	21.35
14	Crusher Operator	17.30	18.74	20.05
	* Electrician Transmission Mtce.	18.14	19.94	21.61
	* Stationary Engineer	18.14	19.94	21.61
	* Welder	18.14	19.94	21.61

15	Control Room Operator - Concentrator	17.51	18.98	20.31
	* Mechanic - Field	18.35	20.18	21.87
	* Mechanic - Plant	18.35	20.18	21.87
16	* Automotive Mechanic	18.56	20.42	22.13
	* Electrician	18.56	20.42	22.13
	* Machinist	18.56	20.42	22.13
17	Shovel Operator	17.93	19.46	20.83
18	* Electronic Repairman	18.98	20.90	22.65

NOTE: The classification of each job mentioned represents the true CWS evaluation.

\* Indicates Trade jobs.

March 1, 1990, the rate indicated includes the addition of 4 job classes

March 1, 1991, the rate indicated includes the addition of 5 job classes

March 1, 1992, the rate indicated includes the addition of 6 job classes

## APPENDIX "C"

### CONSULTATIVE MACHINERY

Upon **request**, the Executive Vice-President and the Manager, Human Resources will meet with the officers of Local Union who will be accompanied by the Area Coordinator of the International Union, **to** exchange views on matters of **common** interest not covered by this Agreement.

Problems which may arise with respect to the **administration** of the Apprenticeship Program may also be discussed under this Appendix.

The matters to be discussed must be **incorporated** in an agenda signed by the president of the Local **Union** and addressed to the Executive Vice-President **with** copies **to** the Manager, Human Resources.

Within seven **(7)** days of receipt of the **agenda**, the Company will suggest a date for such meeting to **take** place.

Such a **meeting** will also be held at the request of the Company.

## APPENDIX "D"

Upon written request to the **Executive Vice-President**, the Area Coordinator or his representative may request a meeting to appeal a grievance filed under paragraph **7.07 b)** or **7.07 c)**.

Such request must be forwarded not later than fifteen **(15)** days from the **answer at step 3**. No such **grievance** may be referred to arbitration later than twenty-one **(21)** days from the date of **the decision** arrived at as a result of this **meeting**. Individual or group grievances including **discipline** or discharge grievances are excluded **from** this understanding.

The **Manager**, Human Resources or his representative will attend this meeting. Other individuals at this meeting will be as set out at step **3** of the **grievance** procedure.

APPENDIX "E"

**COST OF LIVING ALLOWANCE  
(C.O.L.A.)**

A) For the purpose of **this** Agreement:

la) «**Consumer Price Index**» refers to the Consumer Price Index for Canada, All Items (1971=100), referred to hereafter as «**C.P.I.**», published by Statistics Canada.

b) «**Consumer Price Index Base**» refers to the **C.P.I.** for the month of October 1989 published in November 1989 at 362.9.

5/1  
2. «**Adjustment Days**» will be March 1, 1990, June 1, 1990, September 1, 1990, December 1, 1990, March 1, 1991, June 1, 1991, September 1, 1991, December 1, 1991, March 1, 1992, June 1, 1992, September 1, 1992, and December 1, 1992. The actual date of each adjustment day shall be the first day of the pay period closest to the adjustment day.



3. «**Change** in the **C.P.I.**» is defined as the difference **between** the **C.P.I.** Base and the **C.P.I.** /published for the second calendar month next preceding the month In **which** the applicable adjustment day falls.
4. The «**C.O.L.A.**» is calculated as below and, except as **provided** in sections **D, E, F and G**, will be payable for the quarterly period commencing **with** each adjustment date.

**B) Effective** on each adjustment date, a **C.O.L.A. equal** to one cent (**\$0.01**) per hour for each full **.30** of a point change in the **C.P.I.** shall become payable for all hours worked and for any reporting allowance credited before the next adjustment date. However, such **C.O.L.A.** shall be reduced by an amount equal to **the** sum of all prior **adjustments**, if any, which shall have been folded In the **Standard** Hourly Rates or Salary Rates pursuant to the provisions of sections **D, E, F and G**, below.

- C) **Until** folded into the rates pursuant to the provisions, of sections **D, E, IF and G** below, the **C.O.L.A.** shall be an «**add-on**» and shall not be **part** of **the** employee's Standard Hourly **Rate** or **Salary** Rate. Until folded in, such adjustment shall **be** payable only for **hours** actually worked and for reporting allowance **and shall** not be Included for the computation of vacation pays nor **shall** it be paid during vacation and it shall be excluded In the **calculation** of any other pay, allowance or **benefit**.
- D) Effective March **1, 1990**, an amount of seventy-five cents (~~**\$0.75**~~) from the one dollar and seventy-five cents (~~**\$1.75**~~)\* **C.O.L.A.** previously accumulated shall be! folded In the Standard Hourly Rates **or** Salary **Rates**. Such adjustment shall be! treated for **all** purposes as a general wage or **salary increase** commencing on the said date.
- E) Effective March **1, 1990**, the balance of one **dollar** (~~**\$1.00**~~) from the previous **C.O.L.A.** will be **paid** as an "**add-on**" until reduced or **eliminated** by declining **C.P.I., fold-ins** or other means.

- F) **Effective March 1, 1991**, a maximum amount of **fifty cents (\$0.50)** of the **C.O.L.A.** then payable shall be folded in the Standard **Hourly** Rates or Salary Rates.
- G) **Effective March 1, 1992**, a maximum amount of **fifty cents (\$0.50)** of the **C.O.L.A.** then payable shall be folded in the Standard **Hourly** Rates or Salary Rates.
- H) Any part of the **C.O.L.A.** not folded in the Standard Hourly Rates or Salary Rates **shall continue** to be payable only for hours **actually worked** and for **reporting** allowance and **shall not** be included for the computation of vacation pays, nor shall it be paid during vacation and it shall be excluded **in the calculation** of any other pay, allowance or benefit.
- I) In the event that **Statistics** Canada does not issue the appropriate **C.P.I.** on or before the beginning of one of the periods referred to in A) 2., any adjustment required by the appropriate Index shall be effective at the beginning of the next pay period **after** index official publication.

- J) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in C.P.I. published by Statistics Canada.
- K) The continuance of the C.O.L.A. is contingent upon the availability of the official C.P.I. from Statistics Canada in its present form and on the present basis (1971=100), unless otherwise agreed upon by the parties. In the event that such form or base of the Index is changed, the parties shall attempt to adjust this section or, if agreement is not reached, request Statistics Canada to provide appropriate conversion or amendment which shall then be applicable as of the appropriate adjustment day and thereafter.
- L) If the C.P.I. declines, the C.O.L.A. will be reduced or eliminated as applicable.
- M) The actual date upon which the sums mentioned in paragraphs D, E, F and G shall be folded into the Standard Hourly Rates or Salary Rates is the first day of the payment period nearest to the date of adjustment, i.e., March 1, 1990, March 1, 1991 and March 1, 1992.

## APPENDIX 'F'

### WELFARE PLAN

A) **This** Appendix titled Welfare **Plan** will **become** effective on the signature date of this Agreement and will be considered as part of this Agreement.

1. After his probationary period, every full **time** regular employee will become **covered** under the Welfare Plan.
2. The Company will bear the total cost of maintaining the Plan with the exception of existing contributory benefits where applicable.
3. in the event of a Compulsory Government Plan **being** instituted or improved, covering all or part of the benefits outlined **In** this Plan, the Union, In conjunction with ail other Unions of Iron Ore Company of Canada and/or Quebec North Shore & Labrador Railway affected by the **Government** Plan, **will** meet the Company **as** soon as **possible** after the confirmation of the establishment or improvement of the Government Plan for the purpose of eliminating any overlapping coverage.

4. Any premium **savings** resulting to the Employer **from** such elimination of benefits will be refunded to the **employees**, on an equal **sharing** basis without distinction between single or married **status**, less **any** Employer contribution to the Government Plan through **premium** or direct taxes, under the form of a **ump** sum covering the amount due from date of **Implementation** of the **Government** Plan to the termination date of the collective agreement.
5. The Plan **shall** be administered by the Company or through **arrangements** provided by it; however, the Company will **provide annually**, to all **Unions**, an overall **report** which will supply the information reasonably required to **adequately** form an opinion of the Plan's operation. Upon receipt of the report, every **Union**, in conjunction with all other Unions, **may** request a **meeting** with the Company **to** discuss it.
6. **All** benefits of the Plan shall be provided under a group insurance policy or policies issued by a carrier or carriers to be selected by the Company.

7. This Appendix is only a summary of the **improved** welfare plan; it does not include all provisions of the plan. The **provisions** of the booklet titled Employee Group insurance Plan and of the policy complete **administrative** and technical details.

**E) WELFARE PLAN IMPROVEMENTS:**

The insurance coverage outlined below shall **become** effective as set out herein. The benefits **of** the Plan as they existed prior to signature date shall be applicable for any occurrences previous to signature date, for which benefits were provided in accordance with the regulations of the Plan prior to signature date. Any coverage which was continued during an employee's layoff, leave **of** absence or disability in accordance with the Plan terms prior to signature date, will be continued in accordance with the benefits of the Plan prior to signature date. Employees not actively at work at signature date shall not be eligible to participate in the improved benefits until they return to work after such date, provided however, that any employee who shall return to work and who should subsequently become eligible for benefits due to reoccurrence of a disability or claim which commenced prior to signature **date**,

will be eligible for the balance of the period under the improved plan.

The cost of providing **improved** weekly indemnity benefits will be considered **equivalent** benefits under **Section 64-4** of the **Unemployment** Insurance Act, Bill **229** and ail premium reductions under such Act will be the sole property of the Employer.

C) BENEFIT OUTLINE:

An outline of the benefits is as follows: (ail benefits' and conditions are effective as of signature date **unless** otherwise specified).

The regular **employee** is covered by the Plan as of the first day following the completion of the probationary period under the collective agreement.



76  
c

1. Insurance - Life and Accidental Death or Dismemberment:

(2)

(a) **Basic** coverage (entirely paid by the Company):

70-c  
100

i) **Life:**

**\$25,000:** for employee with **enrolled** dependent;

22  
123

**\$20,000:** for any other employee covered by this agreement.

ii) **Accidental Death or Dismemberment (24-hour coverage):**

**\$25,000:** for employee with enrolled dependent;

**\$20,000:** for any other employee covered by this Agreement.

**b) Optional coverage (entirely paid by the employee):**

**i) Life:**

**\$25,000:** for employee with enrolled dependent.

**\$20,000:** for any other employee covered by this Agreement.

**ii) Accidental Death or Dismemberment (24-hour coverage):**

**\$25,000:** for employee with enrolled dependent.

**\$20,000:** for any other employee covered by this Agreement.

**c) Dependent Accidental Death:  
\$2,500.00.**

- d) Insurance at Retirement Date:**
- i) Employees **retiring** on special early or **62/10** retirement will maintain, until age **65**, the basic life insurance for their class at the date of retirement; it will be reduced to **\$10,000** at age **65**.**
  - ii) For employees retiring on all types of **retirement** other than special early and **62/10** retirement, the life insurance will be **\$12,500** at retirement; it will be reduced to **\$10,000** at age **65**.**
  - iii) This insurance does not cover vested deferred pensioners.**
- e) For employees whose disability results in benefit payments under the Accident and Sickness insurance Plan, the Long Term Disability Plan, a Workers' Compensation Program, or an **automobile** insurance Act:**

- ii) **Coverage**, at Company cost, for basic Life and Accidental **Death** or Dismemberment insurance will be **maintained** for a period not exceeding **fifty-four (54)** weeks of disability; **after** such period

if an employee had less than **eight (8)** years of continuous service at date of disability, the insurance ceases but the employee may convert up to the amount of life insurance **cancelled** in accordance with the terms of the Plan;

- or -

if an employee has eight **(8)** or **more** years of continuous service at date of disability, the amount of life insurance will be **reduced** to **\$12,500**; it will be reduced to **\$10,000** at age **65**.

- ii) Coverage for optional Life and Accidental Death or Dismemberment insurance will be maintained, at employee's cost, for a period not exceeding fifty-four **(54)** weeks of disability, after **which** the **conversion** privilege applies.
  
- iii) in any case of death of an employee, **during** his disability, before age **65** and within a **period** of twelve **(12)** months following the **fifty-four (54)** week period, **the** full amount of **cancelled** life insurance, basic and optional, will be payable.

## **9 Conversion** privilege:

When your life insurance ceases due to employment termination or layoff for more **than** six **(6)** months, or other circumstance of insurance **cessation**, you **may** convert up to the full amount of your cancelled life insurance only, without furnishing evidence of insurability. Written application for such insurance can be made to any office of the Metropolitan Life

insurance Company or to the Head Office located at **99** Bank Street, Ottawa, **K1P 5A3**, **within** thirty-one **(31) days after** your life insurance ceases. This privilege does not apply upon retirement.

2. Hospital and Medical Expense and other insurance\*.

Coverage for personal and dependent insurance for Hospital Expenses, Air Ambulance, Medical **Expenses-Extended Plan** and Dependent Accidental Death is **maintained**, at Company cost.

- a) for employees whose disability results in benefit payment under the Accident and **Sickness** Insurance Plan, **the** Long Term Disability Plan, or a Workers' Compensation Program or an Auto insurance Act,
  - i) for a period equivalent to the **employee's** service with the Company at commencement of **disability**, but not exceeding five **(5)** years, in case of employees **with less than** eight **(8)** years of service;

- ii) until normal date of retirement, In **case** of employee with eight **(8)** years of **service** or more;
  - iii) for a minimum period, in any case of disability, of fifty-four **(54)** weeks from date of such **disability** while he remains so **disabled**;
- b) For employees retiring at age **62** or later on an **immediate** pension, for themselves and their **spouse** at date of retirement, until death for the retiree, and for his; pensioned widow until death or remarriage, if they **reside** in Canada or in the United States.
- c) For employees retiring earlier than age **62** on an **immediate** pension, current **prescription** drug and medicine program, provided under paragraph 6 - Medical e n s e Extended Plan, **will** be maintained for **themselves** and their spouse at date of retirement, until death for the retiree, and for pensioned spouse until death or remarriage, if they reside in Canada or the United States.

708  
100

3. Accident and Sickness insurance:

- a) Weekly **Indemnity** for loss of employment earnings due to non-occupational accident or sickness excluding accident compensated under an **Automobile** insurance Act will be paid from **the first (1st) day of accident, first (1st) day of hospitalization, fourth (4th) day of illness** for up to a maximum of **twenty-six (26) weeks for employees** having less than one (1) year of continuous service or **thirty-nine (39) weeks** for employees having more than one (1) year of continuous service, in **accordance with the following or with Unemployment insurance Commission Act** requirements:

<u>March 1, 1990</u>	<u>March 1, 1991</u>	<u>March 1, 1992</u>
\$400/week	\$415/week	\$430/week

X L - -

- b) A **fully completed** claim form must be **submitted** to the Company **within twenty-one (21) days** the **injury** occurs or the sickness commences.

9003 - 999400  
9103 - 999415  
9203 - 999420



4. Hospital Expense Insurance:

**Maximum days: 730**

70%  
/ 100

- a) **Room** (semi-private) and board: **100%** of **semi-private** room hospital's charge (maternity cases Included without limits' schedule)
- b) **Room** and board charges in a convalescent **hospital** or **chronic** care facility in **Canada** provided confinement occurs immediately following **confinement** in **legally** constituted **hospital**, up to hospital semi-private room accommodations charge.

5. Air Ambulance

Maximum of seven hundred and fifty dollars (**\$750.00**) less applicable government or local hospital subsidies, for each separate period of confinement.

- a) Where the case requires air travel by stretcher the benefit covers the patient and one attendant travelling to hospital and return.

- b) From March 1, 1990, return air fare of a **patient** to the nearest hospital where **treatment is available** will be paid if an **authorized** physician certifies the required medical treatment **is not locally** available and the case requires the patient to be **admitted** as an In-patient in a **hospital**.
- c) From March 1, 1990, return air fare of a patient to a convalescent **hospital** or **recognized treatment center**, for treatment not locally available, **and** certified medically required by attending physician and by treating **physician**.

6. **Medical Expense Extended Plan**  
(Major Medical):

*70% 10%  
100%*

- \$15.00 deductible per person
- \$30.00 per family,
- 90% - 10% Co-insurance

From signature date, «**Drugs and medicines**» means any substance or mixture of substance obtained by medical prescription, for use in treating an organic: disorder or its symptoms,

except for substances used in **sclerotic** injections in view of a reducing cure, and for any product considered as food **substitute**, cosmetic, **shampoo**, soap or household **accessories**.

Chiropractor: **\$25.00** per **visit** limit of twenty **(20) visits** per year per Insured person.

Semi private room, **after** the expiration of the **730 days** of hospital insurance, or after **attainment** of maximum benefit amount.

Maximum benefit: **\$20,000.00**

7. This plan will provide payment of benefits only after exhaustion of payments provided under an Automobile Insurance Act and will not pay for expenses already covered under such Act.

3. For an employee with two (2) years but less than five (5) years of continuous service at commencement of the disability period entitling the employee to Accident and Sickness Insurance benefit, the Long Term Disability benefit period will be equal to the employee's length of continuous service in years and full calendar months as established at commencement of disability period. During such disability period, no service will be accumulated in the Company Pension Plan with the following exceptions:

a) in case of total disability arising from bodily injury or disease not compensable under a Workers' Compensation legislation, credited service will be accumulated in the Company Pension Plan up to a maximum of thirty-six (36) months if the employee returns to work, after cessation of his benefit, within thirty-six (36) months from commencement of disability;

- b) in ~~case~~ of temporary disability compensable under a Workers' Compensation legislation, credited service will be accumulated under the Company Pension Plan provided the employee returns to work within **thirty (30)** days after termination of Workers' Compensation Weekly benefits in respect ~~of~~ such disability.
4. For an employee with five **(5)** years; but less than **eight (8)** years of continuous service at commencement of the disability period entitling the employee to Accident and Sickness Insurance benefit, the Long Term Disability benefit will be paid until age **65**. No service will be accumulated under the Company Pension Plan with the following exceptions:
- a) in case of total disability arising from bodily injury or disease not compensable under a Workers' Compensation legislation, credited ~~service~~ will be accumulated in the Company Pension Plan up to a **maximum** of thirty-six **(36)** months if the employee returns to work, after cessation of his benefits, within **thirty-six (36) months** from commencement of disability;

b) in the case of temporary disability compensable under a Workers' Compensation legislation, credited **service** will be accumulated **under** the Company **Pension** Plan provided the **employee** returns to work within thirty **(30)** days after termination of Workers' **Compensation** weekly benefits in respect of such disability.

5. For an **employee** with eight **(8)** years and more of **continuous** service at commencement of the disability period entitling the **employee** to **Weekly** Indemnity benefit, the Long Term Disability benefit will be paid until optional retirement date and the period of disability will count as credited service **in** the Company Pension Plan.

6. This Plan provides for disability **payments** of 60% of the standard regular monthly **basic earnings** of an employee at the date of disability less, where applicable, any primary and secondary disability benefits under the Company Pension Plan or Workers' Compensation. This Plan shall in no event pay **more** than:

<u>March 1, 1990</u>	<u>March 1, 1991</u>	<u>March 1, 1992</u>
\$1,000/month	\$1,200/month	\$1,400/month

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9003-0601000  
9103-0601200  
9203-0601400 159

7. Monthly basic earnings is defined under this Plan as follows:

(Standard **Hourly** Rate of regular job at time of disability X **2080** hour) ÷ **12**

There will be no employee contribution to the Plan.

- a. The Plan will **contain** provisions regarding **proof** and definition of disability and non-payment for self-inflicted Injuries and other provisions as set out in the Company Pension **Plan** under existing subsection **3.6,Disability** Retirement, as presently stated.
9. During the first two **(2)** years of benefit payments, the disability must prevent an employee from performing any and every duty relating to his regular job. After **that time**, the income benefit will continue if **in the** opinion of the employer the employee is unable to engage in any employment of **the** type covered by his collective agreement and if his total **disability** is deemed to be permanent and continuous during the remainder of his life. **Any** difference between the Company and any (employee as to whether such employee is or continues to be permanently and totally

disabled within **the** meaning of this subsection shall be resolved through a medical **arbitration** board as set out in the Pension Plan Agreement under existing clause **3.04, as** presently stated.

10. To **receive** benefits an employee must be under treatment by a licensed physician.
11. The **employer** shall have the right at any time, but no more than semi-annually, to verify the continued existence of such disability. If it should be established that the employee ceases to be totally and permanently disabled or the employee refuses to **undergo** an examination by a qualified physician at the **request** of the Insurance Company or the employer, the benefit shall cease and the employee will be **treated** as if he had terminated on the date **that** the medical examination was requested unless he returns to work within thirty (30) days with employer **authorization**.



APPENDIX 'F-I'

*70-E*  
*100*

**DENTAL PLAN INSURANCE**

You and your eligible dependents are covered when you are actively at work on the first day following the end of your sixty **(60)** day probationary period. However, any charge insured under a Provincial Health insurance Plan, will not be covered under this plan.

The plan pays, the insured proportion of covered dental expenses, excluding any charges which are in excess of the amount recommended in the Dental **Association** suggested Fee Guide, in effect at the **time the** expenses were incurred, for general **practitioners** of the province of residence of **the** person to whom the service is rendered.

**Type A Expenses (payable at 1 00%)**

1. Routine oral examination and prophylaxis (**scaling** and cleaning of teeth), but not more than once in any period of six **(6)** consecutive months.

2. Oral **examination** performed to determine the need for and, if required, to plan a course of orthodontic treatment. Periodic examinations used to monitor the progress of such treatment are not considered «oral examinations), for the purpose of this paragraph.
3. Topical application of **fluoride**.
4. Space maintainers that replace prematurely **lost** teeth for dependent children under **19** years of age.
5. Emergency treatments for the temporary relief of pain.
6. **Administration** of general anaesthesia, -when medically necessary, except local infiltration anaesthetic provided either in or out of at hospital and administered in connection with oral or dental surgery.

Type B Expenses (payable at 80%)

1. X-rays (except in connection with orthodontics)
  - a) **Full mouth** - once in any thirty-six (36) **consecutive** months:



b) Bitewings - once in any six (6) consecutive months.

2. Extractions.
3. Oral **surgery**.
4. **Amalgam**, silicate, **acrylic**, synthetic porcelain, and compositefilling restorations to restore diseased teeth.
5. Periodontics (treatment of **disease** of the gums and other tissues of the mouth).
6. Endodontics (root canal, pulp capping, **pulpotomy**).
7. Injection of antibiotic drugs.
- a. Dental treatments for type **C** expenses caused by accidental means.

Type **C** Expenses (payable at 50%)

1. Initial installation of fixed bridgework to replace missing natural teeth, including inlays and crowns **as** abutments but excluding periodontal splinting.

2. Initial **Installation** of partial or full removable dentures to replace missing natural **teeth** and adjacent structures and **any** adjustments **during** the six **(6)** month **period** following **Installation**.
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new structure or by a new bridgework or the addition of teeth to an existing partial removable denture or bridgework, but only if satisfactory evidence is presented that:
  - l a) The replacement or addition **of** teeth is required 'to **replace** one tooth or **more** extracted after the existing denture or bridgework **was installed**; or
  - b) The existing denture or bridgework cannot be made serviceable and It was **installed** at least five **(5)** years prior to its replacement; or
  - c) The existing **denture** is an immediate temporary one which cannot be made permanent and the replacement by permanent denture is within twelve **(12)** months from **the** date of installation of the temporary denture.

4. **Repair** or **recementing** of crowns, inlays, **onlays** bridgework and dentures
  - a) **Only** if more than six **(6)** months after Initial installation;
  - b) One relining or **rebasing** in any **thirty-six (36)** consecutive months.
5. Inlays, **onlays**, gold fittings or crowns restorations to restore diseased **teeth** but only when the tooth, as a result of extensive caries cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or **composite filling** restoration.
6. Orthodontic **Diagnostic Procedures** and Treatment: **Diagnostic** procedures including X-rays, study models and **photographs** and treatment consisting of appliance and surgical **therapy** for children under **19** years of age.

General Conditions:

Predetermination of benefits payable when anticipated course of treatment involves dental expenses in excess of four hundred dollars (\$400.00).

Maximum benefits payable by the plan for each calendar year is **limited** to seven hundred and fifty dollars (\$750.00) per covered person.

| **Maximum** for orthodontic treatments for children under **19**, the plan will not pay more than one thousand dollars (\$1000.00) during a calendar year and during the lifetime of the covered person, However, payment for **orthodontic treatment** does not reduce the calendar year maximum for non-orthodontic treatments.

**APPENDIX "F-2"**

NON-CONTRIBUTORY RETIREMENT PLAN  
FOR THE **UNIONIZED** EMPLOYEES OF  
IRON ORE COMPANY OF CANADA  
**QUEBEC NORTH SHORE  
& LABRADOR RAILWAY**  
AND ASSOCIATED AND SUBSIDIARY  
**COMPANIES**  
(AS AMENDED EFFECTIVE MARCH 1, 1990)

*see  
B.F. 990012 + SR*

## APPENDIX "G"

### MEMORANDUM OF UNDERSTANDING ON MISCELLANEOUS MATTERS

1. Due to the nature of the operating **conditions** which exist and except as **stipulated** in paragraph **11.08**, an employee who is not notified by the end of his shift, or through the normal procedure **twenty-four (24) hours prior** to his next regular shift, that **work** is not available on his next regular **shift**, shall be offered a job according to the procedure set out in paragraph **14.01 1. a)**.
  
2. The Company agrees that an employee who is **terminated** by the Company for medical reasons which prevent his further employment by the Company at Labrador City, or who is **retired** under sub-section **3.6** of the **Pension** Plan, will be provided with free transportation on the Quebec North Shore & Labrador Railway to **Sept-Iles** for himself, immediate dependents, personal automobile and household effects and one **(1)** space in a «**car carrier**» for his personal trailer, **as** set out **in** paragraph **15.11**.



3. During the term of the current collective agreement the Company will administer the provisions of paragraph **15.1** I as follows:
  - a) the space in the car carrier shall not be more than **6-1/2' x 7' x 18'** in dimension;
  - b) the automobile may be replaced by an **employee's** personal motorcycle or snowmobile with sled and contents;
  - c) should an employee decide to **utilize** the annual **transportation** provided for under **15.11**, at one time during his anniversary year rather than at the time of his annual vacation, he may do so provided that medical leaves of absence requiring **hospitalization** only will be granted him during that period.
  
4. Until **such** time as a highway connects Labrador City with a Provincial highway system, employees on Long **Term** Disability, Worker's Compensation and retirees, and their immediate dependants, all of whom must be permanently residing in Labrador City, will be entitled, once per **year**, to a free return vehicle and passenger pass from Labrador City to **Sept-Iles** via Quebec North **Shore &** Labrador Railway.

5. Employees retiring or permanently **disabled** are eligible for relocation benefits of three thousand dollars (**\$3000.00**) with receipts and five hundred dollars (**\$500.00**) cash **payment** if they relocate outside the **immediate** area.

**APPENDIX "H"**

**CONTRACTING OUT REQUIREMENT LIST**

1. Description of proposed work:

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2. Manpower (including special skills):

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3. Equipment and/or facilities:

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4. Material: \_ \_ \_ \_ \_

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5. Planned Starting date: \_ \_ -- \_ \_

Planned completion date: \_ \_ \_ \_

6. Other remarks: \_\_\_\_\_

P - P - \_\_\_\_\_

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**Signature**

## APPENDIX "I"

### AIR TRANSPORTATION

Effective March **1st, 1978**, the Company will replace the current Northern Allowance **Supplement** by **an air transportation** program, at Company cost, **for** employees residing and **permanently stationed** at Labrador City, once per year per family at the time! of his annual vacation. For **married** employees, transport will be provided **for** the employee, his wife and their children. Children are defined as not fully employed children under **18** or who are full time students under **24**. Air transportation will be supplied **from** Labrador City to St. John's, Newfoundland, or Montreal and return. In the future, in the event that the Company sets up **an** air transportation system **operated** by the Company that provides this transportation, the Company reserves the right to **negotiate and on agreement** with the Union, withdraw the cash equivalent **option**. The withdrawal will take effect within thirty **(30)** days of the introduction of this new Company system. It is also understood between **the** parties that the cash equivalent for employees permanently residing in Labrador City will be for a trip to St. John's, Newfoundland. **100%** of the cash equivalent will be **advanced** when leaving for **annual** vacation.

Furthermore, the cash equivalent paid for a married employee will be the lowest applicable cost to the Company had the employee and his **family** travelled at the same time.

## APPENDIX "J"

The following protective **clothing** and equipment **will** be provided at Company expense to provide **safe** job working **conditions**:

- 1) **The** Company will supply to all **employees** **leather**, rubber and cotton gloves as well as mitts, according to the requirements of **their** job.
- 2) Rubber gloves **as** used by linemen or protective leather mitts will be supplied to electricians.
- 3) Leather gloves, jackets, cape sleeves, leg protectors and welder masks will be supplied to welders.
- 4) Neoprene gloves will **be** supplied to employees working with acids or strong detergents,
- 5) Rubber gloves, aprons and protective masks will be supplied to laboratory employees.
- 6) Life **jackets** will **be** supplied to employees working **where** there is danger of falling in the water.

- 7) Liners for safety hats will be supplied to employees according to the requirements of their job.
- 8) Ear plugs or muffs will be supplied to employees according to **the requirements** of their **job**.
- 9) Adequate protective clothing (waterproof jackets or coveralls or lined coveralls) and rubber boots will be supplied to all **employees** for weather protection according to the! requirements of their job.

The above-mentioned items will be replaced as required provided the **worn-out** item is returned to the Company.

10) **Safety hats:**

- a) all employees will be supplied a safety hat;
- b) the Company will replace lost hats at employee's expense;
- c) hats broken, damaged or lost at work will be replaced free, provided they were properly **worn** or used at the time they were damaged or lost.

11) Face masks/Respirators:

- a) face masks or respirators will be supplied to all employees before working in areas contaminated by dust, gas or fumes;
- b) face **masks** or respirators lost will be replaced at **employee's** expense;
- c) broken, damaged or lost masks or respirators will be replaced free, provided they were properly worn or used at the time they were damaged or lost.

12) Safety Glasses:

- a) all employees will be supplied one ('1) pair of safety glasses;
- b) the Company **will** replace safety glasses lost at employee's expense;
- c) broken, damaged or lost safety glasses will be **replaced** free, provided they were properly worn **or** used at the time they were damaged or lost,



### 13) Safety Boots

Flubber boots will be supplied to employees **having** to work In mud or water.

### 14) Safety Locks

Safety locks and keys **used** for lock-out procedure will be supplied to all employees required to use same.

**All of the** above-mentioned items must be turned in when the employee **quits** the Company, otherwise he will be charged for these items.

APPENDIX "K"

AGREEMENT ON TECHNOLOGICAL

+ SUB

ORGANIZATIONAL OR

OPERATIONAL CHANGES

signed this 18th day of April 1990

in previous agreement

22/A, B, D, E, F, H

+

30/2    31/B    32/50    32/50

see

B.F. 990012

## APPENDIX "L"

### EMPLOYMENT **BENEFITS** AND SPOUSE OR FAMILY STATUS

1. For the purposes of application of Company employment benefits, the Company will **recognize** as spouse, not only legally or religiously married spouses, but also upon designation In writing by an employee, filed with the employer, such an employee and a person of the **opposite** sex, if they have been publicly represented as **husband** and wife and still are at the time an event occurs that may entitle them to a Company benefit, provided they have been living together
  - a) at least one **(1)** year, if none of them is still **married** to any other person, or
  - b) at least three **(3)** years, if one or both of them is still married to another person.

If the marital union has not been legally contracted, the **spouse** will not be considered as such if a period of three **(3)** months has elapsed during which the spouse has not cohabited.

In case of divorce or annulment of marriage, the spouse **will** not be considered as such from the **date** that the divorce or annulment is declared.

2. Benefits covered under **this** Appendix include **Life** and Death or **Dismemberment** Accidental Insurance, Medical & Hospital **Expense** Insurance, Pension Plan, Northern Allowance, Air Transportation, Dental Insurance and any other benefits for which family status **is** of concern, whether or not the persons are employees and whether or not **they** are **covered** or not **covered** under a **collective agreement**.
3. There will normally be a waiting period equivalent to the conditions of a) or **b)** above as required, before the application of the **declared** status. However, where reasonable proof is provided to the Company of common residence for the periods **specified**, ~~the~~ waiting period will be waived. In any case within six **(6)** months of the signature of the collective agreement, any declaration of spouse will be **effective** am the date the declaration is submitted to the Company **on** the approved form.

4. Company benefits will be **applied** on the following **principles**:
- a) Where both spouses are employed by the Company, it is understood that the Company's intent in the administration of any employee **benefit** is to avoid overlapping payments to the spouses and/or the dependents if any.
  - b) **Any** person eligible for a Company benefit as company employees is excluded from claiming the same benefit as a dependent of that employee, and neither of **them** can claim at **the same time the** benefit as **supporting** the other as a dependent.
  - c) When a benefit is granted as a family benefit such as Air Transportation, it can be **claimed** only by one of the spouses and the Company liability **will not exceed 100%** of the amount payable for the whole **family**, except as set out in **c) (i)** below.

- (i) In the case of the Air **Transportation** benefit, where commercial tickets are supplied, and **where** both spouses are employees and they take their vacation **and** travel at **different** times, **commercial tickets** will be provided for each **spouse**, one of whom will also be supplied with commercial tickets for their eligible children.
  - d) Unless spouses that are both employees agree otherwise **and** notify the **Company**, a family benefit will be paid to the **male** employee.
- 5. Failure to **provide** the documentation required to **determine** dependent status of an employee will result in an employee maintaining single status.

APPENDIX "M"

**SUPPLEMENTARY UNEMPLOYMENT  
BENEFIT PLAN**

30  
2  
p. 179

ARTICLE I

1 .01 - Application:

This Supplementary Unemployment Benefit **Plan** (herein **called «Plan»**) is applicable to employees of the Company who are represented by local unions **of** the United Steelworkers of America and **the** United Transportation Union with which the Company has agreed to adopt the Plan, and is supplemental to the collective **agreements** from time to **time** in effect between **such** unions and the Company.

1.02 - Definitions:

In the Plan

- a) **«Employee»** means an employee of the Company for whom the bargaining agent is a local union of the United Steelworkers of America or the United Transportation Union with which the Company has **agreed** to adopt the Plan.

- b) «**Company**» means the Iron Ore Company of **Canada** and its wholly owned subsidiaries.
- c) «**Week**» means **one** full work week as defined On the **collective** agreement applicable to **the** employee.
- d) «**Project Service**» means the most recent hiring date **with** the Iron **Ore** Company of Canada or the Quebec North Shore & Labrador Railway.

1.03 - Except as **specifically** provided herein, the rights of the parties under the collective agreement shall **remain** unchanged.

#### ARTICLE: I

#### 2.01 - Eligibility for Supplementary Unemployment Benefits

Subject to the **remaining** provisions of Article II, the Plan shall pay a **supplementary** unemployment benefit to an employee for each **week** for which he is laid off from the Company in accordance with the collective agreement as a result of a reduction **in** force, provided that:



- 1) he has two **(2)** years project service ~~on~~ the date he was laid off, and
- 2) he **has** filed a claim for an **unemployment** insurance benefit under the **Unemployment** Insurance Act and has served the first two **(2) weeks** of his waiting period on the claim. Benefit becomes payable from this plan for each subsequent 'week. that he serves **as** a waiting period, receives **U.I.C.** benefit ~~or~~ fails to **receive such** benefit only because of **administrative delays** beyond his **reasonable** control or exhaustion of his entitlement **thereto**, and
- 3) he applies ~~to the~~ Company for the supplementary unemployment benefit in the manner provided and furnishes necessary proofs ~~of~~ eligibility.

2.02 - Limitations:

No supplementary unemployment benefit will be paid to ~~an~~ employee in respect of:

- 1) a layoff commencing before March **1, 1985**,  
or

- 2) the first two **(2)** weeks in any calendar **year** for which he is **laid** off from the **Company**, provided however, that **such** waiting period **shall apply** only once during any continuous layoff, or
- 3) a week in **which** he fails to work on the first **shift** for which he has been notified pursuant to the collective agreement to report for work, **or**
- 4) a week in which he is eligible for weekly payments under the applicable workers compensation act, or
- 5) a week in which he receives any **accident** or sickness or any other **disability** benefit, or
- 6) a week **in which he** receives any Company pension or retirement benefit, **or**
- 7) more than twenty-six **(26)** weeks in any one layoff, or
- 8) an Act of God or situation outside the control of the Company.

**2.03** - Employees laid off following Technological, **Organizational** or Operational Changes shall have the right to supplementary unemployment benefits in the **same** way as any other employee laid off because of a reduction in force insofar as all conditions of the Plan are **met**. However, should he opt for termination **pay** after receipt of supplementary **unemployment** benefits, the Plan payments received shall be deducted from such termination pay and reimbursed to the Fund.

**2.04** - Labour Problems

No supplementary unemployment benefit shall be paid to an employee who is **laid** off because of a reduction in force which results from a strike, slowdown, failure to report for work, or other interference with production by any employee or employees of the Company at any of the Company's locations, divisions or subsidiaries.

**2.05** - Lack of Funds

If the Fund has insufficient monies to pay the total of all the supplementary unemployment benefits payable in respect of any work week, no such benefit shall be paid for such work week.

## ARTICLE i

### AMOUNT AND DURATION OF SUPPLEMENTARY UNEMPLOYMENT BENEFITS

#### 3.01 - Amount

The amount of supplementary unemployment benefit payable to an eligible **employee** for any work week for which he is **eligible** to receive a benefit shall, subject to the provisions of this Plan, be **forty** dollars **(\$40.00)**.

#### 3.02 - Duration

The maximum number of weeks for which an eligible employee may be entitled to receive supplementary unemployment **benefits** shall be determined by the number of credit units which he has accumulated.

#### 3.03 - Payment

A supplementary unemployment **benefit** in respect of a work week will be paid at two **(2)** week intervals and shall be for the **two-week** period preceding the week in which payment is made.

### 3.04 - Deductions

All sums of **money** required to be withheld by reason of any **law** or regulation shall be deducted from payments owing under this **Plan**.

## ARTICLE IV

### CREDIT UNITS

**4.01** - Credit units are to be used for the **sole** purpose of determining **the** duration of the supplementary unemployment benefit of an employee and **shall** have no fixed value! in terms of either time or money.

**4.02 a)** - Credit units shall be credited to an employee at the rate of one-half ( $1/2$ ) unit for each forty (**40**) straight time hours worked by him after signature date of this **Plan** provided however that an **employee** may not have to his credit more than twenty-six (**26**) credit units at any one time.

**b)** - A salaried employee whose normal work week is thirty-seven and one half ( $37-1/2$ ) hours per week shall receive one half ( $1/2$ ) credit unit for each **thirty-seven** and one half ( $37-1/2$ ) straight time hours worked by him after

signature date of this Plan provided however that an employee may not have to his credit more **than** twenty-six **(26)** credit units at any one time.

c) - Employees in a) and b) above holding seniority at **March 1, 1985** will be credited on **March 1, 1985**, with **one half (1/2)** credit unit to a maximum of twenty-six **(26)** credit units for each month the employee was in active **service** from his most recent Project Service **Date** to signature **date** of **this Plan**..

**4.03** - An employee shall have deducted from the credit units he has received, one **(1)** credit unit for each week of supplementary unemployment benefit **payable** to him.

**4.04** - Any **employee** covered by this Plan shall forfeit permanently all credit units which he has to **his credit under** this Plan if he:

- a) has his **service** and employment terminated for any reason other than layoff, **or**
- b) while on layoff has his entitlement to **recall** terminated **in** accordance with the collective agreement, **or**

c) wilfully misrepresents any fact in connection, with an application by him for a **supplementary unemployment benefit** under the Plan.

## ARTICLE

### SUPPLEMENTARY UNEMPLOYMENT BENEFIT FUND

#### 5.01 - Establishment of Fund

Commencing with the beginning of the first pay **period** of a **local** union following **the** signature date of this Plan the Company shall **establish** a supplementary unemployment **benefit** fund (herein called the «**Fund**» **and** shall select and enter into a trust agreement with a trust company which shall hold and invest the Fund and make payments therefrom in accordance with such trust agreement.

#### 5.02 - Use of Fund

Money in the Fund shall be used solely to pay supplementary unemployment benefits in accordance with the Plan and to **pay** to **the** trust company its fees and charges **for** the administration of the trust.

### **5.03 - Contributions** by Company

Effective signature date, the Company **shall** pay to the Fund each month an amount determined by **multiplying five cents (\$0.05)** by the total number of hours worked for the **Company** in each pay period by all **employees**. Such payments by the Company in respect of any pay period **shall** be made on or **before** the **25th** day of the following **month**.

### **5.04 - Limitations on Fund**

**Notwithstanding** Article **5.03**, the Company shall make no payments **to** the **fund** which would cause the fund to total an **amount** greater than three hundred thousands dollars (**\$300,000.**).

## ARTICLE VI

### **APPEAL PROCEDURE**

**6.01 -** No matter arising from the Interpretation, **application**, administration or **alleged violation** of the Plan **shall** be subject to **the grievance or arbitration procedure established** in the collective agreements referred to in **paragraph 1.01**.



**6.02 - An employee who alleges:**

- a) he was **incorrectly** determined **Ineligible** for supplementary unemployment benefits under the Plan, or
- b) **the amount** of the supplementary **unemployment** benefit paid was not in accordance with the Plan,

may, provided **it is done** within thirty **(30)** days of the occurrence of the circumstances giving rise to the **allegation**, that **is**, off the written denial **notice of the supplementary** unemployment **benefit** or of Issue **date** of the cheque of the supplementary unemployment benefit, file an appeal in writing to a person designated by the Company in an attempt to settle such allegation. The written **appeal** shall state full particulars of the **allegation** and shall be signed by the aggrieved employee. The **Company** designate shall give a written decision within fifteen **(15)** days of **the date** that the appeal was filed. An appeal not adjusted may be referred to arbitration as set out herein.

**6.03 - Appeals** which are not presented or **processed** within the time **limits** specified in **6.02** above shall **not** be processed through the appeal procedure without the consent of the Company and in any event are **not arbitrable**.

**6.04** - The appeals procedure set forth In this Plan shall not be **used** to **protest** or appeal a denial of an Unemployment Insurance Benefit.

**6.05** - Only an appeal which has been properly filed and processed in accordance with the provisions of this Plan may be referred to the Board of **Arbitration** as established herein for this purpose.

**6.06** -The Board off Arbitration will be composed of one person **nominated** by the Company, one **person nominated** by the Union and a third **person** to act as **Chairman** chosen by the other two members; of the Board.

**6.07** - The party initiating **arbitration** shall notify the **other** party of its intention to proceed within thirty **(30)** days of the decision rendered to the appeal. At the same time, the notice will designate the name of the **nominee** who is to represent the party. Within five **(5)** days the party receiving the **notice** shall advise the other party of the name of its nominee.

**6.08 - Should** the person chosen by the Company to act on the Board, and the **person** chosen by the Union, fail to agree on a third person within ten **(10)** days of the notification mentioned In **6.07**, the applicable Minister of Labour **will** be asked to nominate the Chairman.

**6.09 -** Each of the parties of this Plan **will** bear the **remuneration** and expenses of the representative appointed by it, and the parties will jointly bear the remuneration and expenses of the Chairman.

**6.10 -** Unless mutually agreed otherwise, the **hearing** must begin **within** thirty **(30)** days of the selection of the Chairman.

**6.11 -** All notices shall be given by registered mail.

**6.12 -** The decision of the Board of Arbitration shall be final **and** binding upon **any** employee concerned **and** upon both parties. The decision of a majority is **the** decision of the **Board** of Arbitration, but if there is no majority the decision of the Chairman governs. There shall be no appeal from the decision of a **Board** of Arbitration.

**6.13** - The **Board** shall not have **any** authority to alter, modify or change any of the provisions of this Plan, or to substitute any new provisions in lieu thereof, or to give **any** decision contrary to the term;; **and** provisions of this Plan, and shall have no jurisdiction other than to determine, in accordance with the **provisions** of this Plan:

- a) whether the appeal was filed and **processed** within the time and in the manner specified in this Plan;
- b) whether the employee is eligible with respect to the supplementary unemployment benefits claimed; and
- c) the amount of **any** supplementary unemployment benefits **payable**.

**6.14** - The Board of Arbitration shall have no jurisdiction to determine questions arising under the employee's collective agreement, **even** though relevant to the appeal before the Board. **All** such questions shall **be** determined through the **regular** procedures provided therefore by the collective agreement governing the employee, and all determinations made pursuant to such collective agreement shall be **accepted** by the Board.

## ARTICLE VII

### MISCELLANEOUS

#### 7.01 - Registration

This Plan is contingent upon and subject to **obtaining** and **maintaining registration** from any governmental **authority** as **may** be necessary to establish the deductibility for income tax purposes of any and all **contributions** made by the Company under the Plan as **being** qualified for tax exemption, or conformity **with** any other law. if at any time while this; **Plan Is In** effect a **government** withdraws the registration, the Company and the **Unions** shall meet to negotiate a **revision** of this Plan, the terms of which **will** enable any required registration **to** be secured again for **the** Plan.

#### 7.02 - information

The Company shall furnish the Unions on a monthly **basis**, information as to the status and **operations of the** Plan and the Trust shall report annually. All **employees** will be advised **promptly**, in **writing**, of the terms **of** the Plan and will be given access to such information on request.

### 7.03 - Duration

This Plan will remain **In** effect for a period of time concurrent with the collective **agreements** referred to in **Article 1 .01**.

### 7.04 - Discontinuance of Plan

Upon termination **of** this Plan, the net **assets** then remaining in **the** Fund shall be used **until exhausted** to pay weekly benefits under the Plan unless the parties **agree** to a different **use**.

APPENDIX "N"

AGREEMENT ON

COOPERATIVE PARTNERSHIP

signed April 18, 1990

**LETTERS OF UNDERSTANDING  
LOCAL 5795**

- 1. Students**
- 2. Instructors for Union Courses**
- 3. Temporary Employees**
- 4. Coffee Break**
- 5. Application of Article 15.11**
- 6. Camper Pick-up (15.11)**
- 7. Contractual Holidays**
- 8. Study Leaves of Absence (17.04)**
- 9. Accelerated Arbitration Procedure**
- 10. Welfare Plan Appendix**
- 11. 21 Day Provision of Welfare Plan**
- 12. Transfer of Employees**
- 13. Canadian Labour College**
- 14. safety Boots Voucher**
- 15. Transportation to Esker**
- 16. Severance Pay Plan**
- 17. Procedure for Reporting Shift Absence**
- 18. Hydro Rate**
- 19. Mortgage Subsidy**
- 20. Collective Agreement Wording Reduction Committee**
- 21. Re-numbering Articles**
- 22. 12 Hour Shifts**
- 23. Time off for the President**
- 24. Common Anniversary Date**
- 25. Transportation for Employees - (Article - 11.12)**
- 26. Article 4.07**
- 27. Bidding Down - Re: Layoff**
- 28. Seniority List**
- 29. C.W.S.**



30. **Group RRSP**
31. **Bus Schedule**
32. **"B" Team**
33. **Contracting Out**
34. **Expiration of Job Elds**
35. **Work Performed on Contractual Holdlay**
36. **Union Safety & Environmental Positions**
37. **Dolomite Quarry**
38. **Steelworkers' Humanitarian Fund**
39. **Vacation Allocation System**
40. **Accident & Sickness and Long Term Disability**

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPT ILES D'EEC  
LABRADOR CITY NEWFOUNDLAND-TERRERUEUX

P.O. Box 1000  
Labrador city,  
Newfoundland  
A2V 2L8

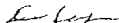
Mr. Randy Collins  
President, Local 5795  
United steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: **STUDENTS**

During negotiations, the Company has agreed to continue its actual practice concerning the hiring of students.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-1

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPT-LES QUÉBEC  
LABRADOR CITY NEWFOUNDLAND-TERRE-NELVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: INSTRUCTORS FOR UNION COURSES

*W  
D*

In addition to the provisions specified in the various collective agreements and subject to the same conditions and as agreed during the current negotiations, it is understood that leave of absence without pay will be granted for the purpose of instructing at UNION sponsored courses for IOC and QNS&L employees and that the time will not exceed an aggregate total of ten (10) weeks per year for all IOC & QNS&L bargaining units combined. Request for the aforementioned leave of absence shall be made through the office of the superintendent of Labour Relations.

Yours truly,

*D. Seymour*  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-02

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTIEME COTE  
LABRADOR CITY, NEWFOUNDLAND-TERRITOIRES

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

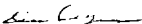
SUBJECT: TEMPORARY EMPLOYEES - ARTICLES 6.13 a) AND 6.13 c)

To alleviate the impact of the delays mentioned in Articles 6.13 a) and 6.13 c), the Company and Union agree that, when necessary, local unemployed bargaining unit employees may be temporarily hired to fill these positions.

Seniority provisions including, but not limited to layoff and recall notices, do not apply to this work.

Temporary employment does not add to or detract from layoff time stipulated in Paragraph 6.12 v) of the Collective Agreement and the contractual benefits that apply during layoff.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-3

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
VEFFVILLE, QUEBEC  
LABRADOR CITY, NEWFOUNDLAND - TERRE-NEUVÉ

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

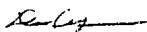
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: COFFEE BREAK

Employees will be allowed coffee during working hours on a reasonable basis. Any modification to the practice will be discussed with the Union in advance.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-4

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTIEMES QUARTIER  
LABRADOR CITY - NEWFOUNDLAND - TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

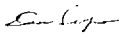
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: APPLICATION OF ARTICLE 15.11

During the life of the current Collective Agreement, the Company confirms the continued application of Article 15.11.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-5

# I RON ORE COMPANY OF CANADA

OFFICES — BUREAUX  
VERVILLE QUÉBEC  
LABRADOR CITY NEWFOUNDLAND—TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

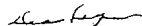
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: 15.11 - CAMPER PICK-UP

As agreed during negotiations a "camper pick-up" is considered within the permitted weight limits without additional charge to the employee.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-07-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAUX  
SEPT ILES OUBÉC  
LABRADOR CITY - NEWFOUNDLAND - TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear Sir:

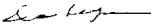
SUBJECT: CONTRACTUAL HOLIDAYS

As mutually agreed during the negotiations, a holiday listed in Paragraph 16.01, shall be observed on the day it occurs.

Such holiday is a regular scheduled shift for all employees so scheduled.

Should the holiday fall on a weekend, for those employees who work a Monday to Friday eight (8) hour schedule, the Company will review its work requirements for the week in question and, if possible, reduce the manpower requirements in these department; on the designated Monday or Friday of the holiday weekend.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-7



# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SPTTILES, DALNIC  
LABRADOR CITY, NEWFOUNDLAND-TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

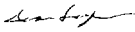
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: STUDY LEAVE OF ABSENCE (17.04)

During negotiations, the Company has agreed, under the terms and conditions of Article 17.04, to allow only one (1) additional leave for the whole of IOC bargaining units. chain. Such leave of absence will be granted to the first qualified applicant from the bargaining unit which has exhausted its allotment.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-8

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
OFFICES - BUREAU  
LABRADOR CITY - NEWFOUNDLAND - TERRE-NEUVE

P.O. BOX 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear sir:

SUBJECT: SPECIAL ACCELERATED ARBITRATION PROCEDURE

A) PURPOSE

The purpose of this special accelerated arbitration procedure is to settle expeditiously disagreements relating to contracting out work within the context of Article XX of the Collective Agreement. These provisions are not necessarily related to an announced Layoff.

B) NOMINATION OF THE ARBITRATORS

Both parties agree to name four (4) arbitrators who will be available on request. They must devote the time necessary to carry out their functions and responsibilities.

The expenses of the arbitration shall be paid equally by the Union and the Company.

C) LIST OF ARBITRATORS

Dr. Leslie Harris  
Mr. I. Bruce  
Dr. John Scott  
Mr. Dennis Browne

D) ARBITRATION PROCEDURE

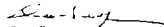
once a written grievance has been filed according to the provision of Article XX, it may be referred to an arbitrator provided for in the accelerated procedure. The following procedure will be followed:

1. Once the grievance has been filed, either president of the parties Contracting Out Committee will contact one of the arbitrators in rotation so that he may set the grievance hearing as soon as possible. The hearing will take place as soon as the arbitrator has indicated his availability.
2. The arbitrator will examine the facts and the parties will proceed with their argument. When one or more witnesses are deemed necessary to clarify facts, they will be heard promptly.
3. If the arbitrator deems it advisable he may visit the site with one or more representatives of both parties.
4. If objections are raised during the hearing and if the arbitrator does not rule on them immediately, he will take them under advisement and will rule on them when he renders his decision.
5. The arguments of the parties will be heard during the hearing.

E) RESPONSIBILITIES AND DUTIES OF THE ARBITRATOR

1. subject to the foregoing, the arbitrator will render his decision on the bench and will confirm his decision in writing within five (5) days of the hearing.
2. The authority of the arbitrator is limited to the application and interpretation of the Collective Agreement and to the grievance in dispute.
3. The arbitrator is prohibited from rendering a decision inconsistent with the provisions of the Collective Agreement. The decision will be binding on both parties and shall not create a precedent.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 96-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
4901, RUE D'ARCADE  
LABRADOR CITY, NEWFOUNDLAND-TERRER NOUVELE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. sandy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear sir:

This letter confirms the understanding reached during the negotiations of the welfare Plan Appendix for the Collective Agreement expiring on February 28th, 1993.

The following provisions become effective as of the signature date of the Collective Agreement.

1. For LTD benefit calculation purposes, the basic rate of the job held by the employee when he becomes affected by the disease or accident that lead to his long term disability status will be used for the calculation of his standard regular monthly basic earnings if the basic rate of the job held by the employee at the date of the LTD benefits commences is inferior to the rate of the job held by the employee when he became affected by such disease or accident.
2. Conditions for application of Accident & Sickness Weekly Indemnity Benefit:
  - i) the term "hospitalization" includes any hospital bed confinement due to an injury or sickness that requires the patient to be kept under surveillance for a duration less than eighteen (18) hours:
  - ii) an employee disabled at the time of his recall to work from layoff will be eligible to receive benefits for the balance of the maximum period for which he had started to receive benefits prior to layoff or, the waiting period will start from the last day he was due to report to work and he will be eligible to receive benefits for the maximum period providing the recall date is within a period of six (6) months after the date of layoff, and the recall is for at least thirty (30) days if, under his

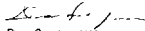
collective agreement, he can refuse a recall of less than thirty (30) days. Benefit payment will be conditional to presentation of a claim form and exhaustion of sickness or injury disability benefits from Unemployment Insurance Commission or from other employment;

- iii) an absence from Canada or the United states not beyond three (3) weeks will not deprive an employee of weekly indemnity benefit providing his disability started and was certified before he leaving Canada and providing satisfactory proof of the continuation of his disability during this period of absence.

For purposes of weekly indemnity, periods of total disability will be considered as separate periods if separated by return to work for at least a continuous period of thirty (30) calendar days in the case of disability due to a related cause and for at least twenty (20) days in the case of unrelated cause.

- 4. Any surplus resulting from the optional life insurance and from the optional insurance for death or dismemberment by accidental means will be used to cover any deficit or the premium for the group insurance policy for unionized employees.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

JEFFRIES - S. ZEALY  
NEWFIELD, S. BRIC  
LABRADOR CITY, NEWFOUNDLAND—FERRIS NELLE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

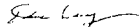
Dear Sir:

This is to confirm our understanding regarding application of the 21 Day Provision of the Welfare Plan Appendix to the Collective Agreement concerning submission of an accident or sickness weekly indemnity claim.

1. It is the intent of the 21 Day Provision to encourage prompt submission of claims for sickness and accident benefits so that evaluation of a claim, including any necessary investigation of the medical and other factual aspects of the claim, can be made in an expeditious manner.
2. It is not the intent of this provision that any claim be denied for failure to comply with the provision requirement if such failure did not interfere with the ability of the Company and/or its carrier to establish the medical and other factual aspects of the claim.
3. No claim will be denied under the 21 Day Provision unless the Company and/or its carrier has made a reasonable effort to investigate the medical and other factual aspects of the claim. Such investigation will involve contacting the claimant's physician or physicians or other medical source concerning the nature of the disability, number of treatments and nature of treatments or contacting the claimant concerning the same matters.
4. The fact that a claim has been filed after the 21 day deadline will not be the basis for denial of any claim for benefits with respect to a period of absence subsequent to the date on which such claim was filed.
5. In the event a claim is filed by mail it will be considered timely if it is postmarked on or before the twenty-first (21) day of disability.

6. If the Company's insurance or Personnel Office is closed on the **twenty-first** day of disability a claim will be considered timely if it is presented on **the first** day thereafter on which the Company's insurance or personnel Office is open.
7. If a claim is **denied** pursuant to the **21** Day Provision, the Company and/or the carrier will inform the employee **in writing** that his claim has been denied because the untimely **filing** interfered with the employer's and/or carrier's ability to establish the **medical** and **factual** aspects of the claim. Such letter will **inform** the employee of his right to **have** the **denial** reviewed upon his **submission** of additional evidence **in** support of his claim and of his right to **file** a grievance protesting the **denial** of his claim.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTIÈME QUÉBEC  
LABRADOR CITY NEWFOUNDLAND-TERRA NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5796  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

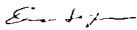
SUBJECT: TRANSFER OF EMPLOYEES

The following is the Company's intent when it becomes necessary to transfer employees surplus to a department.

- a) Volunteers will be selected by Company seniority.
- b) Junior employees will be transferred by Company seniority.

The aforementioned is not to be construed as a restriction to Management's rights.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 96-04-18

90-12



# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SÉRIÉS DE BURE  
LABRADOR CITY - NEWFOUNDLAND - TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear sir:

SUBJECT: CANADIAN LABOUR COLLEGE ✓


Once per year, the Area Coordinator or his delegate, will meet with the Manager of Human Resources, or his delegate, to arrange leave of absence without pay to study at the College. This leave pertains to employees of the various bargaining units who have collective agreements with the Company.

On agreeing on the leaves to be granted, the following items will be among the factors taken into considerations:

1. Acceptance of the employee by the College to the course of studies.
2. During the term of the collective agreements coming into effect in 1990, the parties agree that up to six (6) leaves per year will be granted; bargaining units of 500 or more employees are eligible for a maximum of two (2) leaves per unit. smaller units, one (1) leave per unit.
3. In past years, the Company has granted two (2) scholarships per year in the amount of \$750.00 each to the College. The College is responsible for deciding who, among the employees granted leave, should receive the scholarships.
4. The Union is to advise the Company of the employees requesting leave in sufficient time for the Area Coordinator and the Manager of Human Resources to decide on the matter at least two (2) weeks in advance of the date leave is to begin. If notice is late due to unforeseen circumstances, the request will receive full consideration.

5. The Company will not arbitrarily deny leave but in granting same, the Company must take into account the requirements of the service.
6. The company agrees, that notwithstanding paragraph 15.05 a) of the Collective Agreement, maximum calendar days of vacation of an employee who has been granted a leave of absence without pay to study at the Labour College of Canada, will not be reduced as a result of such authorized absence.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAUX  
SEPT-ILES-DE-BUREC  
LABRADOR CITY NEWFOUNDLAND-TERRRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear Sir:

On June 1, 1990, each employee paid by the hour or the mile other than a probationary employee or student will be provided a voucher in the amount of \$85.00 for the purchase of safety boots (and metatarsal protection) for his wear at his place of employment with the Company-.

On June 1, 1991, each employee who on that date has one (1) year of continuous service, will be provided a voucher in the amount of \$95.00 for the purchase of safety boots (and metatarsal protection) for his wear at his place of employment with the company.

On June 1, 1992, each employee who on that date has one (1) year of continuous service will be provided a voucher in the amount of \$105.00 for the purchase of safety boots (and metatarsal protection) for his wear at his place of employment with the Company.

Yours truly,

*D. Seymour* l&f--  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: *Randy Collins*  
RANDY COLLINS

DATE: 90-04-18

90-14

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SANT JULES-QUEBEC  
LABRADOR CITY - NEWFUNDLAND - TERRE NEUVE

P.O. BOX 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear Sir:

**SUBJECT: TRANSPORTATION TO ESKER**

The Union wishes employees to have the opportunity to ship automobiles via the Québec North Shore & Labrador Railway to and from Esker in connection with employees' vacations. According to the tariff schedules of the QNS&L, Esker is an unmanned station.

The Company agrees to provide Railway freight service to Esker and return on the following basis:

1. The service will be offered once per week beginning in the week of June 15th and ending in the week of September 13th. Additional trips will be at the discretion of the Railway based on need and railway equipment availability.
2. Reservations must be made a minimum of seven (7) days in advance of the Railway's scheduled departure date.

At time of reservation the shipper must furnish satisfactory evidence that arrangements have been made with Churchill Falls Corporation to handle the vehicle in all respects at Esker. No service will be provided in a week in which no reservations have been received.

3. If car carriers cannot be used at Esker, flat cars will be used in all cases.
4. The Railway does not provide service at Esker.
5. The Railway is not responsible for loss or damage as a result of off-loading, loading, blocking or parking at Esker or any other action or inaction by non-Railway personnel at that location.

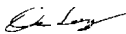
With respect to employees entitled to the transportation benefit between Labrador City and Sept-Îles as set out in Paragraph 15.11 of the 1990-1993 Collective Agreement, the following will also apply:

1. Where car carrier transport could be used if the vehicle were transported to Sept-Îles, the employee must pay the blocking cost to the Railway for transport to Esker at time of shipment.
2. The current blocking cost for an automobile is subject to change in accordance with the tariffs of the Railway as decided by the Canadian Transport Commission. Blocking charges for vehicles other than automobile; that are capable of shipment by car carrier are available from the Railway and depend on the vehicle.
3. No charge for off-loading, loading, blocking at Esker will be made by the Railway. Charges to the employee, if any, will be by the party responsible for the Esker location.
4. The Esker service set out in this letter is considered as a transportation benefit equivalent to the Sept-Îles service set out in Paragraph 15.11 of the 1990-1993 Collective Agreement. To the extent employees make use of the Esker service, they are not entitled to the Sept-Îles service.

Employees using the Esker service who are not entitled to the transportation benefit set out in Paragraph 15.11 of the 1990-1993 Collective Agreement will be handled on the same basis as a non-employee shipper.

The whole of the foregoing is conditional on agreement by Churchill Falls Corporation to off-load, load, block and park vehicles at Esker.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-15

# IRON ORE COMPANY OF CANADA

OFFICES - ALBERTA  
SEPTIEMES OUBRIC  
LABRADOR CITY NEWFOUNDLAND-TERRRE-NIUYE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

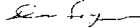
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: SEVERANCE PAY PLAN

In the event there is a permanent shutdown of the Iron Ore Company of Canada or the Quebec North Shore & Labrador Railway (QNS&L), the Company agrees to meet with the Union on this matter and negotiate a severance pay plan.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-16

# IRON ORE COMPANY OF CANADA

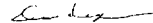
OFFICES - BUREAU  
SEPT-LES-ORFÈRES  
LABRADOR CITY NEWFOUNDLAND-TERRE-NELVE

## PROCEDURE FOR REPORTING SHIFT ABSENCE

In order that proper job coverage may be maintained or the necessary replacement obtained, **employees who must absent themselves for any reason from their regular shift without having received prior permission to do so, will arrange to contact SECURITY AT 944-2212** prior to the beginning of the shift or as soon as possible. Should the Company require medical certification of an employee's fitness to return to work, the employee will have **two (2) days or as mutually agreed based on doctor availability, after his return to work to provide such certification.** The company will pay for the required examination. Employees who:

- 1) Do not carry out the foregoing
- 2) Repeatedly make contact after the start of the shift
- 3) Absent themselves unduly

will be subject to **DISCIPLINE.**

  
D. Seymour  
Manager,  
Human Resources

DATE:

90-04-18  
Randy D. Smith

90-17

# IRON ORE COMPANY OF CANADA

OFFICES - 41 BEALE  
SUITE 105 QUÉBEC  
LABRADOR CITY, NEWFOUNDLAND-FERRÉVILLE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 1L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

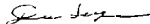
Dear Sir:

SUBJECT: HYDRO RATE

This confirms the Company's intent to reimburse employees for any increase in utility cost as a result of hydro rate increases during the life of the current Collective Agreement regardless of the ownership of the Power Utility Company.

Reimbursement will be in the form of a cash payment in the last pay period of each year.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-18



# IRON ORE COMPANY OF CANADA

OFFICES — BUREAU  
SEPTIÈME QUÉBEC  
LABRADOR CITY, NEWFOUNDLAND—TERRE-NEUVÉ

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Hr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear sir:

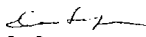
SUBJECT: **MORTGAGE SUBSIDY**

This will confirm the Company's intent to continue the existing mortgage subsidy policy for existing mortgage holders for the life of the Collective Agreement.

It also confirms the Company's intent to develop, in consultation with the Union, a replacement system for new mortgage subsidies. This new system will be a cash equivalent system which will be developed before December 31, 1990 and will apply to employees irregardless of dependent status.

Should the parties fail to agree on a new system, the current system will continue to apply unchanged to current employees for the life of this Collective Agreement.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-19

# IRON ORE COMPANY OF CANADA

OFFICES — ALBERTA  
OFFICES QUÉBEC  
LABRADOR CITY, NEWFOUNDLAND—FERRENEVILLE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

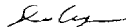
SUBJECT: COLLECTIVE AGREEMENT WORDING REDUCTION COMMITTEE

The Company and the Union agree that prior to January 1, 1991 they shall form a committee for the purpose of reducing lengthy Collective Agreement language.

The new language, when approved by the committee, shall form the basis of the language for the 1993 negotiations.

This committee shall be composed of two individuals appointed by the Union and two appointed by the Company and shall submit its recommendations by the end of 1991.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: - 90-04-18

90-20

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SÉDÈS - BUREAU  
LABRADOR CITY, NEWFOUNDLAND - TERRE-NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear Sir:

As mutually agreed during the negotiations, we will delete all numbers not used and re-number those articles affected. It is understood that this may necessitate changes to correct the corresponding numbers referred to in other articles.

Yours truly,

*D. Seymour* L - P - -  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: *Randy Collins*  
RANDY COLLINS

DATE: 90-04-18

90-21

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SPPRLES OUIRE  
LABRADOR CITY NEWFOUNDLAND-TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Hr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear sir:

Subject: 12 HOUR SHIFTS

The Company and the Union has agreed to replace the standard eight (8) hour shift schedule with a twelve (12) hour shift schedule in certain areas of the Project.

Where such as 12 hour schedule applies, it is understood that it will not result in any additional cost to the Company or loss of regular earnings to the employee over the same period with the same coverage.

For employees working a 12 hour schedule the parties agree that the following amendments shall be applied to the current collective Agreement:

**Article 10.06** - Such grievance may be settled by confirming the management's action in dismissing the employee, or reinstating the employee with the compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties. If the matter is not settled through the procedure outlined in this article and is taken to arbitration, the arbitrator will have full jurisdiction to uphold or reject the discharge or change the discharge to a lesser penalty of suspension and fix the duration of such suspension. If the event that the arbitrator rejects the discharge or changes the discharge to a lesser penalty of suspension, the employee shall be reinstated and paid his wages at his regular basic rate (less amounts earned by him during the time lost) for the time lost since the date of discharge, or for the period of time not covered by the suspension, limited to the scheduled work week for a maximum period of one hundred and twenty (120) days on which he would have been scheduled to work. to which will be added the number of days that the arbitration was delayed at the request of the Company. On the other hand, should the arbitration be delayed at the request of the

Union, the number of days that the arbitration was delayed at the request of the Union will be deducted from any days to be paid.

**Article 11.03 a) -** The first four (4) hours worked in excess of twelve (12) hours in any day shall be paid at the rate of one and one half (1 1/2) times the regular rate. Hours worked in excess of sixteen (16) in any day shall be paid at twice (2) the regular rate. Hours worked on an assigned day off shall be paid as follows: the first twelve (12) hours at one and one half (1 1/2) times the regular rate. Any time allowed and paid as overtime in any working day shall not be used to compute overtime during the work week and to the extent that hours are compensated for at overtime rates, under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision.

**Article 11.03 b) -** work scheduled and performed on Sunday will be paid for at the rate of time and one half (1 1/2) for the first eight (8) hours and double (2) time for all hours in excess of eight (8). Work performed on an assigned day off on Sunday will be paid for at double (2) time rates should the employee have worked eighty (80) straight time hours in the pay period (2 weeks). should he not have eighty (80) straight time hours in the pay period, the first twelve (12) hours worked on his assigned day off on Sunday shall be paid at time and one half (1 1/2).

**Article 11.05 -** Employees shall be allowed a lunch period of twenty (20) minutes, inclusive of said twelve (12) hour period. Such lunch period will not be changed unnecessarily. However, where necessary for continuous operations, employees will maintain supervision of their equipment and machines during this lunch period.

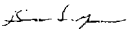
**Article 14.03 . Normal overtime will be paid for:**  
5. The employee called in to work an extra shift and at time of call he is told that we expect him to work a minimum of twelve (12) hours according to a predetermined schedule and he will be advised at least four (4) hours before the start of the regular shift and for the dayshift he will be advised before midnight.

**Article 16.02** - In addition to the holiday pay mentioned in Paragraph 16.01, employees required to work on a holiday will be paid as follows: 150% of their regular rate for the first twelve (12) hours; 200% of their regular rate for the next four (4) hours; 250% of their regular rate for all hours worked over sixteen (16) hours. However, in the case where employees would have the right to a higher hourly rate for such hours worked in accordance with another provision of the Collective Agreement, they will be paid at such higher hourly rate instead of the rate provided for in this paragraph.

**Article 17.02 a)** - In case of death in his immediate family, an employee will be allowed two (2) consecutive scheduled shifts, based on the day of the funeral, with pay at his basic rate provided he actually loses the two (2) days on account of such death.

**Article 17.04 b)** - The number of working days for which jury duty pay shall be paid is limited to a maximum of forty (40) days in any calendar year.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTEMBER 20, 1988  
LABRADOR CITY - NEWFOUNDLAND - TERRITORY

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L4

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear sir:

SUBJECT: TIME OFF FOR THE PRESIDENT

CM  
1/5/1  
For the purpose of carrying out the functions and duties of the President of the local union, the Company hereby agrees to grant full time leave to the President of Local 5795 effective as of the signature date and for the duration of the current Collective Agreement, and agrees to pay the Union President of Local 5795 forty (40) straight time hours per week in lieu of time worked. This payment will include all normal benefits.

Yours truly,

*D. Seymour*  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-23

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SERVICES OMBEC  
LABRADOR CITY NEWFOUNDLAND-TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

Subject: COMMON ANNIVERSARY DATE

As agreed during 1990 negotiations, the following is confirmed.


A common anniversary date will be implemented over a period of two (2) years. Year 1 will be calendar year 1991 and Year 2 will be calendar year 1992.

During the implementation years, the maximum allowable vacation days during prime summer time, will be limited to 33 days.

Air Transportation and railway transportation will be provided as per the Collective Agreement, Article 15.11, "once per vacation year provided the employee has acquired vacation rights" and Appendix "I", "once per year, per family, at the time of his annual vacation".

A vacation committee comprising Union and Management representatives will monitor the implementation of the new system.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins

DATE: 90-04-18

90-24



IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
TERREBLES QUEBEC  
LABRADOR CITY NEWFOUNDLAND-TERREBLES

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L3

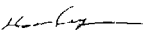
Hr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: TRANSPORTATION FOR EMPLOYEES RE: ARTICLE 11.12

The Company will continue its commitment to provide transportation to employees affected by Article 11.12.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-25

# IRON ORE COMPANY OF CANADA

OFFICES - 2, RUEL  
VERFIERES QUÉBEC  
LABRADOR CITY NEWFOUNDLAND-TERRÉ-NEUVÉ

P.O. BOX 1000  
Labrador City,  
Newfoundland  
A2V 2L8


Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4


Dear Sir:

SUBJECT: ARTICLE 4.07

Total executive attendance at an executive meeting may require the total number of leaves of absence to exceed nine (9).

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED:   
RANDY COLLINS

DATE: 90-04-18

90-26

# IRON ORE COMPANY OF CANADA

OFFICES - 41 BEALEY  
OFFICES OF IREC  
LABRADOR CITY NEWFOUNDLAND-TERRENEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

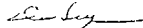
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
AZ 114

Dear Sir:

**SUBJECT: BIDDING DOWN - RE: LAYOFF**

The Company will allow employees who enter the Apprenticeship program to maintain their last job class for displacement purposes at time of layoff. This exception applies only at time of layoff in the trade.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAUX  
SEPT-LES-CHERES  
LABRADOR CITY - NEWFOUNDLAND - TERRE-NEUVE

P.O. Box 1000  
Labrador city,  
Newfoundland  
AZ" 2L8

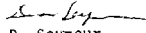
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: SENIORITY LIST

As discussed at negotiations, the Company agrees to meet with the Union, within 90 days of the signature date of the present collective Agreement, to discuss a resolution to a problem anticipated under Article 6.26.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-28

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
1597 LES QUÉBÉC  
LABRADOR CITY, NEWFOUNDLAND-TERRÉNEUVE

P.O. Box 1000  
Labrador city,  
Newfoundland  
A2V 2L8

Hr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

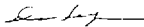
SUBJECT: C.W.S. PROCEDURES FOR HANDLING  
NEW OR CHANGED JOBS

In order to provide a standard procedure for handling union claims on the above and to provide for recourse to management prior to possible arbitration, the following has been agreed as appropriate procedure that should be followed in any future problems related to C.W.S. matters:

1. When the Union alleges that the Company has created a new job, or has changed an existing job without advising the Union, or, that a newly created job or a job change has been incorrectly assessed, the union will notify the Company C.W.S. Chairman in writing, stating their position. Such notification will include any additions or deletions to the job description as well as to the factor level determinations and points for the job classification. In the case of new jobs, the Union will outline in writing the main details of the job so that it will be readily identified.
2. The Company and Union C.W.S. Committees will meet within sixty (60) days to discuss the claim.
3. If a satisfactory settlement is not reached via 2. above, the matter will be sent to the C.W.S. referees who shall meet within ninety (90) days of the referral and render a decision within sixty (60) days concerning their agreement or disagreement.
4. If no agreement is reached via 3. above, the Company will install any changes it may wish to make as a result of the discussions and will notify the Union of its final position.

5. If the Union wishes to grieve, it MUST do so within thirty (30) days of 4. above setting out its position as specified in paragraph 7.07 c) of the Collective Agreement. Such grievance will be filed at Step 3 of the grievance procedure.
6. If the grievance is not settled in accordance with 5. above. the Union may refer the case to arbitration in the same manner as a policy grievance in accordance with the Collective Agreement.
7. The decision at procedure Step 2 or 3 or 6 above shall be effective as of the date when the job was established or the change was installed; or, when a change is added to prior change(s), the decision will be effective as of the date of the most recent change in job content. In no event will the effective date be earlier than sixty (60) days prior to the date on which written notification was received.
8. where the Company initiates the action, the Union has thirty (30) days to indicate disagreement and initiate the procedure outlined in 1. to 6. above.
9. Members of the C.W.S. joint committee will not suffer any loss of wages for the time spent at a joint meeting of this committee during their regular working hours.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - H. H. HALL  
OFFICES OF IRON  
LABRADOR CITY NEWFOUNDLAND-17887-1616

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United ~~Steelworkers~~ of America  
105 Hudson Drive  
Labrador city, Newfoundland  
A2V 1L4

Dear Sir:

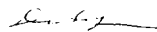
SUBJECT: GROUP REGISTERED RETIREMENT SAVINGS PLAN

For the life of the present Collective Agreement, the Company **agrees** to provide for payroll deduction of employees contributions to a group Registered **Retirement** Savings Plan, subject **to the** following conditions:

- 1) The plan must be with a recognised, **nationally known** insurance company or corporate trustee.
- 2) A minimum of **50 employees** of the **Carol** Project must adhere to a plan.
- 3) **The amount to be deducted must be a percentage of earnings.**
- 4) **The possibility to adhere to the plan will be allowed any time in the year for new employees or for present employees not participating to the plan.**
- 5) **The possibility to withdraw from the plan and the option to modify the amount of contribution to the plan will be allowed only once a year at the end of the payroll year and notice to that effect must be given not later than December 15th.**

- 6) The only responsibility of the company is to make the payroll deductions and to remit same, in conformity with the above, to the insurance company or corporate trustee who will be responsible for issuing all government or tax forms required.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-19



# IRON ORE COMPANY OF CANADA

OFFICES - BUREAUX  
SEPTILES, QUEBEC  
LABRADOR CITY, NEWFOUNDLAND-TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L9

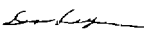
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: **BUS SCHEDULE**

This will confirm the Company's commitment to meet with the union to discuss proposed changes, other than minor alterations, to the existing bus schedule.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-31

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTIEMES OUBREC  
LABRADOR CITY, NEWFOUNDLAND-TERRE NEUVE

P.O. BOX 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers Of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: UBI TRAK

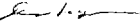
The Company agrees to meet with the Union prior to the start of an overhaul with a view to using unemployed bargaining unit employees residing in the Labrador City area. The aim of this meeting is to alleviate local unemployment through the provision of short term work that may arise on overhauls requiring contractors and to accomplish this in a manner which will not disrupt active employees or the Company's operation. Because of these considerations the following special measures apply:

1. Selection of personnel for the occupations required for such overhaul work shall be based on seniority among those locally resident employees who leave their name for overhaul work with the Personnel Office.
2. Active employees cannot exercise seniority in order to avail themselves of this overhaul work.
3. Seniority provisions including but not limited to layoff and recall notices do not apply to this overhaul work.
4. Employment in such overhaul work does not add to or detract from layoff time stipulated in Paragraph 6.12 v) of the Collective Agreement and the contractual benefits that apply during layoff.
5. Except as provided by Law, no benefits arise from vacation, bonuses, transportation or air transportation subsidy, provisions of the Collective Agreement.

6. A prorata Northern Allowance will be paid to employees for all straight time hours, worked up to a maximum of forty (40) hours.
7. Benefits or eligibility to benefits under the Welfare Plan (Appendix "F") and the Dental Plan (Appendix "F-1") apply during the currency of the overhaul work and terminated as of the last shift worked on the overhaul.
8. The Pension Plan does not apply.

Employees who accept the work may be called upon to perform functions as agreed at the meeting referred to above. Acceptance or rejection of such short term overhaul work by employees who are listed with the Personnel Office, does not affect recall rights that apply by virtue of the force reduction that originally placed the employee on layoff.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE, COMPANY OF CANADA

OFFICES - R. LEADY  
SEPTILES ON BEEC  
LABRADOR CITY, NEWFOUNDLAND-TERRACEVILLE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

This letter is to confirm the agreement reached during negotiations of "special issues" pursuant to Article XX.

After reviewing the issues associated with Article XX the Company agrees with the Union that much of the conflict that arises out of this Article result because of a lack of understanding. To this affect we are proposing the following procedure to monitor these activities:

1. That each area (Mine, Mill, Pellet Plant, Common Services) would have a management and union representative charged with the responsibility of monitoring Contracting Out issues. The management representative will have the responsibility to review with their counterpart all issues associated with the requirement to bring contractors on site, and the work that is sent outside for repair in excess of the items identified in attachment.
2. Where further discussion is required, the area manager will meet with the Contracting Out Committee and the area representatives. Normal application of the Collective Agreement will apply if agreement is not reached at this level.
3. On an annual basis (January) the Company will sit down with the Contracting Out Committee and area representatives and document the work planned for that year that involves Contracting Out. Any additional Contracting Out will be kept at a minimum and will be reviewed in the proposed manner.

4. Training of area representatives on the intent of Points 1, 2, 3 and the attachment will be done within 30 days of contract signature.

#### **SNOW CLEARING**

The Company will, for the life of this contract, strive to carry out heavy equipment work around the Concentrator and Pellet Plant facilities that is normally contracted out. The extent of this commitment is to the limit of available equipment associated with the operation of the blending yard and that can be kept on a cost effective basis to effect work during the winter months. At current production levels this equates to 12 operators. The Company will, under the same conditions, continue the current practice of snow clearing at Tailings and on the Mine road.

#### **WARRANTY WORK**

On warranty work pertaining to mobile equipment we will maintain our current practice of having one of our maintenance employees assist the service representative. It is not our intention to lease mobile equipment with a maintenance service agreement.

On other warranty issues, the company maintains the right to hold the supplier/contractor fully responsible for the quality of work/materials supplied. However, the Company recognizes the Union's concern that repair work could be ongoing in certain situations and will limit the contractors' personal responsibility to repair of workmanship to 90 days. After 90 days IOCC, if qualified, will do the required repair and charge the contractor accordingly.

#### **FABRICATION WORK**

The company intends to continue with its commitment established at the last negotiations which was the inclusion of six thousand welder manhours in our annual operating plan to be assigned to previously contracted out fabrication work.

**MAJOR PROJECT/REBUILD WORK**

The complexity of this issue requires that the Company spend considerable time evaluating the feasibility of establishing a special projects crew for the Pallet Plant and Concentrator with the objective of minimizing Contracting Out. Although we feel that there will be many issues that we will need to address together before the establishment of this crew, the Company recognizes that properly formatted the crew could be used to the benefit of both parties. The Company commits that on or before September 30, 1990 we will put forward a proposal that details the provisions we are prepared to make in this regard.

**HAULAGE TRUCK BODIES**

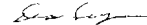
All repairs to haulage truck bodies will be done by bargaining unit members; however, the Company maintains the right to purchase new bodies when required.

**TAILINGS PROJECT WORK**

In the tailings area, the Company commits to completing the current project work presently being done by Connolly & Twizell by May 01, 1990. Future project work will be addressed by the normal Contracting Out procedure.

These arrangements do not prejudice the Company's rights as defined in Article XX of the Collective Agreement.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
Randy Collins

DATE: 90-04-19

# IRON ORE COMPANY OF CANADA

OFFICES — BUREAUX  
SÉRIÉS OFFICIELLES  
LABRADOR CITY, NEWFOUNDLAND — TERRE-NEUVÉ

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

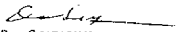
Dear Sir:

**SUBJECT: EXPIRATION OF JOB BIDS**

Upon implementation of the Human Resources computerized job bidding system, the Union and Management has agreed to meet and agree upon a notification procedure regarding expiry of an employee's job bid.

Upon agreement of the procedure, job bids will be valid for a period of twenty-four (24) months.

Yours truly

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES — BUREAUX  
SÉRIÉS OFFICIELLES  
LABRADOR CITY, NEWFOUNDLAND—TERRE-NEUVÉ

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

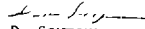
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: WORK PERFORMED ON A CONTRACTUAL HOLIDAY

Present practice as defined in the current overtime rules and regulations will apply to work performed by 8-hour, Monday to Friday day shift workers on a contractual holiday.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-35



# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTILES QUÉBEC  
LABRADOR CITY, NEWFOUNDLAND-TERRE NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers Of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

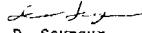
Subject: UNION SAFETY & ENVIRONMENT POSITIONS

Recognizing the importance of Safety and Health in the work place and the degree and quantity of training necessary to maintain high standards among safety and environment representatives, the Company and the Union agree to the following:

1. The three incumbent unionized safety representatives will continue to occupy these current positions, which shall not be subject to bumping. All other provisions of the Collective Agreement shall apply to employees in these positions.
2. Should a vacancy occur, the union shall appoint a suitable replacement and said replacement shall be subject to the same provisions as in H. 1.
3. Should an unionized Safety Representative move into this position from a classified job, his name shall remain on the relevant classified seniority list.
4. The unionized position of Environmental Technician will become a classified job listed in Article 6.03 a) and will be subject to the normal application of the Collective Agreement.
5. Due to the responsibility placed upon the persons who hold these positions, the parties agree that neither the Health & Safety Representatives nor the Environmental Technician will be named to any committee, or appointed to any position, which will affect their ability to direct their full time to their respective jobs.

6. The four unionized positions mentioned in this document shall be paid at Job Class 18 plus additives. Should an employee placed in this position hold a job class higher than this, the Company will maintain that level.
7. For the life of this Collective Agreement the Company agrees to continue its practice of temporary replacements for the Safety Representatives.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAU  
SEPTIEMES-QUEBEC  
LABRADOR CITY-NEWFOUNDLAND-TERRE-NEUVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: DOLOMITE QUARRY

The Company agrees to continue the current practice of utilizing Local 5795 members in the procurement of Dolomite at the Albert Lake Dolomite Quarry.

It further confirms the company's commitment to utilize members of 5795 in the same manner should it activate the Lalla Wynn Quarry.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

# IRON ORE COMPANY OF CANADA

OFFICES - M. BEALE  
SEPTILES OR. I.M.C.  
LABRADOR CITY, NEWFOUNDLAND-TERRE-NUEVE

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

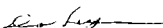
Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

Subject: STEELWORKERS' HUMANITARIAN FUND

As agreed during negotiations, for the life of this Collective Agreement, one cent per regular hour worked by bargaining unit employees, will be paid to the Steelworkers' Humanitarian Fund.

Yours truly,

  
D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-18

90-38

# IRON ORE COMPANY OF CANADA

OFFICE - BUREAU  
DEPT. DES MINES  
LABRADOR CITY NEWFOUNDLAND-TERRE-NEUVÉ

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8


Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: VACATION ALLOCATION SYSTEM

The Company and the Union agree that the vacation allocation system arrived at through the 1990 collective bargaining process will remain in effect for the life of the collective agreement.

Yours truly,



D. Seymour  
Manager,  
Human Resources

CONFIRMED: Randy Collins  
RANDY COLLINS

DATE: 90-04-19

# IRON ORE COMPANY OF CANADA

OFFICES - BUREAUX  
SEPTIEME CORMIC  
LABRADOR CITY NEWFOUNDLAND-TERRITOIRES

P.O. Box 1000  
Labrador City,  
Newfoundland  
A2V 2L8

Mr. Randy Collins  
President, Local 5795  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, Newfoundland  
A2V 1L4

Dear Sir:

SUBJECT: ACCIDENT & SICKNESS AND LONG TERM DISABILITY  
INSURANCE

This will confirm that those employees off work on  
Accident & Sickness Insurance or Long Term Disability as of March  
1, 1990 shall receive the increased A & S and LTD compensation.

Yours truly,



D. Seymour  
Manager  
Human Resources

CONFIRMED:   
RANDY COLLINS

DATE: 90-04-18

INDEX

LOCAL ISSUES

UNITED STEELWORKERS OF AMERICA, LOCAL 5795

1. Mot Lunches
2. House Rents
3. Lunchroom & Wash Room **Conditions**
4. Food Warming **Equipment** on Non-mobile **Equipment**
5. Fuel Oil **Subsidy**









LOCAL ISSUE FORM

BARGAINING UNIT: Local 5795

LOCAL ISSUE NO: 4

DATE OF MEETING:

DATE: 1999.02.28

STATEMENT OF ISSUE:

Food warming equipment on the non-mobile equipment (shovels & drills & loading pockets) in the Mine area.

COMPANY POSITION:

The Company agrees to maintain food warming equipment presently on the non-mobile equipment (shovels & drills & loading pockets) in the Mine area.

Company: Union : Rand Kelli  
President

Date: 90-04-18 \_\_\_\_\_  
Int. Representative

of in previous  
letter  
50/c in B.F. 55012

LOCAL ISSUE FORM

BARGAINING UNIT: Local 5725

LOCAL ISSUE NO: 5

DATE OF MEETING:

DATE: 1990-02-28

STATEMENT OF ISSUE:

Fuel Oil Subsidy

COMPANY POSITION:

The Company will maintain the freight subsidy on fuel oil used for heating the personal residences of its employees at Labrador City.

Company: Enbridge union: R. and G. L.  
President

Date: 90-04-18

Int. Representative

# 1990

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# 1991

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# 1992

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# 1993

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' Good Health

and

**Safety** habits and practices

are

rewarding for life".