

1992
OFFICE, CLERICAL AND
TECHNICAL
EMPLOYEES
COLLECTIVE
AGREEMENT

Between

FALCONBRIDGE LIMITED
(the "Company")

and

**UNITED STEELWORKERS OF
AMERICA, LOCAL 6855**
(the "Union")

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SOURCE	Co.		
EFF.	92	06	12
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No. OF EMPLOYEES	331		
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ARTICLE 1 – RECOGNITION

- 1.01** The Company recognizes the Union as the exclusive bargaining agent for all the employees covered by this Agreement with respect to rates of pay, hours of work and other working conditions.
- 1.02** The employees covered by this Agreement shall be all the office, clerical and technical employees of the Company in the District of Sudbury, save and except supervisors, persons above the rank of supervisor, employees covered by subsisting collective agreements binding upon the Company and employees of the Company in the classifications set forth in Schedule **A** attached hereto and made part hereof. The words "employee" and "employees" wherever used in this agreement refer to such employees as are covered by this agreement. The words "individual" and "individuals" wherever used in this agreement refer to someone not covered by this agreement but who is nevertheless an employee of the Company.
- 1.03** Notwithstanding the grievance and arbitration procedure set out in this Agreement, any and all questions relating to whether any person should be included in or excluded from the bargaining unit shall be dealt with in accordance with the procedure set out in section 4.01 of the "Experimental Agreement on the Status of Jobs" as amended April 26, 1989, and in no other manner.
- 1.04** The phrase "Local Union" as used herein shall refer to Local 6855 of the Union.
- 1.05** Words importing the masculine gender shall include the feminine.

ARTICLE 2 - NO DISCRIMINATION

2.01 No person shall be required, as a condition of employment, to become or remain a member of any union or other organization, and no statements or representations to the contrary shall be made.

2.02 There shall be no discrimination by the Company or the Union or any employee against any employee because of membership or non-membership in any lawful union, or because of his race, creed, color, sex, nationality, ancestry, place or origin, political opinions or family status.

Stewards, Union safety representatives or employees filling any other Union position shall not be denied promotions, training opportunities, transfers or overtime because of their Union activity.

2.03 The Company recognizes the Union's concern over "contracting out" of work and agrees to establish a Joint Company-Union Committee to minimize the requirement for contracting out of work apart from the design and construction phase of major capital projects. There shall be two employees selected by the Union and two employees appointed by the Company who will serve on the Committee. The Company will pay the wages of the employees for time in attendance at Committee meetings plus cost of-living allowance and Nickel Price Bonus.

The mandate of the Joint Committee is **to**:

- 1.** Meet quarterly **to** review work the Company intends to contract out, the reasons for the work being contracted out, the expected duration of such work, the number **of con-**

tractors to be employed, the type of work to be performed and to recommend how the work could otherwise be done by Company employees.

2. Identify those contractors working on Company property on an on-going basis to such an extent that the Committee recommends the replacement of such contractor with an employee.
3. Recommend changes in staffing, organization and structure whereby it would be more effective to use Company employees to perform the work of contractors.

Furthermore the Company agrees it will promote employees who have been demoted and recall former employees who have been laid off and who have recall rights, provided those employees and former employees can fill the normal requirements of the job and are readily available before work which could be performed by the bargaining unit employees of a duration of 14 calendar days or longer is contracted out.

No one outside the bargaining unit shall perform work that is normally performed by employees to the extent and volume that such work results in the layoff or demotion of an employee.

- 2.04** No individual employed by the Company shall perform work that is normally performed by employees to the extent and volume that such work results in the layoff, demotion or displacement of an employee. The foregoing is not intended to preclude individuals from performing work of a casual or emergency nature.

ARTICLE 3 - MANAGEMENT

3.01 The Union agrees that the Company has the exclusive right and power to manage the Offices, Plants and Mines, direct the working forces and to hire, promote, transfer, demote, layoff and to suspend, demote, discharge or otherwise discipline employees for just cause; provided, however, that any exercise of the foregoing rights and powers in conflict with any of the provisions in this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 4 - NO CESSATION OF WORK

- 4.01** (a) Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Company which shall in any way affect the operations of the Company, nor shall the Company engage in any lock-out at its Offices, Plants or Mines.
- (b) In the event of a strike, sit-down, slow-down or any suspension of work against the Company in which the employees covered by this agreement are not directly involved, any employee unable to report to his normal work location and who reports for work on schedule to an area outside the gate, designated by the Company, will, on the first day of the suspension of work, and on any subsequent day of the work suspension when the Company asked the employee to report to work, be paid 4 hours pay at his applicable hourly rate. The said 4 hours

shall not be considered as time worked for the purpose of applying the overtime provision of this Agreement.

ARTICLE 5 - ADJUSTMENT OF GRIEVANCES

5.01 Any difference between the Company and any of its employees as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall hereinafter be called a "grievance". An earnest effort shall be made to settle such differences without undue delay.

Sundays, Saturdays, and holidays shall not be counted in determining the time within which any action is to be taken under the provisions of this Article. The time limits set out for any stage in the grievance procedure may be extended by mutual agreement.

A grievance shall be dealt with in the following manner:

5.02 Stage One - The aggrieved employee may within a reasonable period from the time such grievance arose present his grievance orally or in writing to the designated management representative. In presenting such grievance and receiving any answer thereto he may, if he desires, be accompanied and represented by a steward designated by the Local Union from the Area of the grievor to handle such grievance at this stage.

Stage One of the grievance procedure may be waived by mutual agreement of the grievor, or the steward if one has been designated, and the designated management representative at Stage One if such grievance pertains to

a job posting or transfer to a vacancy in a work location or Area other than the grievor's.

5.03 Stage Two - If within 3 days from the time when the grievance was presented to the First Stage management representative a decision satisfactory to the employee is not given, provided the parties to the grievance have not mutually agreed to waive Stage One, then the Area Grievance Committeeman, may, within 3 days after the decision of such management representative has been or should have been given, or within 3 days from the date it was agreed to waive Stage One, submit on a form the intent to process the grievance to Stage Two to the Labour Relations Supervisor - O.C.T. The information on this form shall not prejudice the Union's position with respect to subsequent submissions or representations regarding such grievance at this stage. The Labour Relations Supervisor - O.C.T. shall, when so notified, establish a date for a Stage Two hearing. The date of the hearing shall not be more than 10 days from the date the Labour Relations Supervisor - O.C.T. was advised of the employee's intent to process the grievance to Stage Two, unless mutually agreed upon.

At the meeting, the employee, accompanied by the Area Grievance Committeeman and the case Steward, shall present the grievance statement, which shall be in writing and shall set out the nature of the grievance, the remedy sought and any applicable section or provision of this Agreement, provided that failure to properly identify such section or provision

shall not prejudice the determination of the grievance on its merits. The management representative shall give to the employee, the case Steward, and the Area Grievance Committeeman his decision in writing within 7 days from the date of the Stage Two hearing.

- 5.04** (a) Stage Three - If the matter is not satisfactorily disposed of, then notice in writing requesting further consideration of the matter may, within 7 days after the decision of the Stage Two management representative has been given or should have been given, be given by the Grievance Committee to the Stage Three management representative designated by the Company. Such management representative shall notify the Chairman of the Grievance Committee of the time and place at which ~~he~~ (and other management representatives) will meet such Grievance Committee and the case Steward to discuss the matter. ~~At~~ such time the written Stage **Two** grievances shall be presented to the Stage Three management representative by not more than two members of the Grievance Committee accompanied by the case Steward and an International Representative of the Union and the decision of the Stage Two management representative shall be considered. The Stage Three management representative shall give the decision in writing **on** behalf of the Company within 15 days from the date of receipt of the written notice.

- (b) **Backlog** Procedure

If the Grievance Committee Chairman

notifies the Superintendent of Labour Relations that there is a backlog of 4 or more Stage Three grievances in either the Onaping Area or Falconbridge Area (including Lockerby), the Superintendent will then schedule a meeting to hear such grievances not later than 15 days from receipt of the notice. Two members of the Grievance Committee accompanied by the case Steward and an International Representative of the Union may represent the Local Union.

The Stage Three management representative shall give the decision in writing on behalf of the Company within 10 days from the date of the backlog procedure hearing. Members of the Grievance Committee will be allowed up to a half day for preparation for such meetings and up to a half day for attendance at such meetings with no loss in pay; Stewards will be allowed such time off as is reasonably required without loss in pay for preparation and attendance at such meetings.

The foregoing backlog procedure is intended to be utilized as an exception rather than the rule, however, if the parties mutually agree to using the backlog procedure for hearing Stage Three grievances, the foregoing "Stage Three" procedure may be waived.

- 5.05** The management representatives designated to handle matters at each of the stages of the grievance procedure shall be the appropriate person, as follows: Stage One, an employee's

immediate supervisor; Stage Two, the Department Head (or Superintendent) of the appropriate department or his designee; Stage Three, the Manager of the appropriate department or his designee.

At Stage Two and Stage Three of the grievance procedure, grievances which relate to job postings or transfers shall be handled by the management representative from the department which made the selection to fill the vacancy.

5.06 If no management representative shall have been designated by the Company for any of the Stages through which a matter must proceed such matter may proceed directly to the next higher stage for which a management representative shall have been so designated provided that the Company will, wherever possible, designate a First Stage representative for each department.

5.07 Any difference (hereinafter called a "direct difference") arising directly between the Company and the Union as to the interpretation, application, administration or alleged violation of this Agreement, instead of following the procedure set out in sections 5.01 and following, shall be submitted in writing within a reasonable period by the grieving party to the other.

The written notice shall specify the nature of the complaint, the remedy sought and any applicable provision of this Agreement but failure to properly identify such provision shall not prejudice the determination of the direct difference on its merits. There shall be

a discussion of such direct difference between the officers of the Local Union, and International Representative of the Union and representatives of the Company. The party to whom the notice was delivered shall reply in writing to such direct difference within 21 days from the delivery of the notice.

Arbitration

- 5.08** If any grievance or direct difference, including any question as to whether a matter is arbitrable, is not satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given to the other party within 60 days from the giving of the decision of the Stage Three management representative (or in the event of a direct difference within 60 days from the date when the written reply was delivered) be referred either by the Local Union, the Union or the Company to arbitration for final and binding settlement, without stoppage of work, as provided in section 5.11. Failure to provide a written answer does not mean an automatic concession.

In the event such notice of arbitration is not delivered then the Company shall, prior to the expiry of any time limit which may have been imposed on such grievance, ask the Union, in writing, of its intention. If the Union does not notify the Company of its intention within 10 days from the date of the Company's letter, the grievance will be deemed to have been abandoned.

- 5.09** (a) In the event that any grievance or direct difference, including any question as to whether a matter is arbitrable, is not satis-

factorily settled under the foregoing provisions, the matter may then by notice in writing given to the other party within 60 days from the giving of the decision of the management representative at Stage Three or from the date when such decision should have been given (or in the event of a direct difference within 60 days from the date when the written reply to the submission was or should have been delivered) be referred either by the Local Union, the Union or the Company directly to arbitration or to Third Party Determination.

Within 14 days after a grievance or direct difference has been referred to Third Party Determination, the designated representative(s) from Labour Relations and the Chairman of the Grievance Committee, an officer of the Local Union and a representative of the Union may meet and agree in writing to submit the grievance or direct difference to a Grievance Commissioner as provided in section 5.09(b). Failing such agreement, the grievance or direct difference will proceed to Arbitration as provided in section 5.10.

5.09 (b) Grievance Commissioner

A Grievance Commissioner to be selected by mutual consent of the parties from time to time will set aside each month or other period such time as may be requested by the Company and the Local Union to consider and determine grievances and direct differences referred to

him for final and binding arbitration. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration except as provided in paragraphs (b) to (e) hereof.

- (c) Through the Grievance Commissioner the parties desire the expeditious means for the effective disposition of grievances and direct differences which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out in Schedule 'B' hereto.
- (d) The decision of the Grievance Commissioner shall be applicable only to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement the decision of the Grievance Commissioner shall:
 - (i) be consistent with the provisions of this Agreement.
 - (ii) be confined to the grievance or direct difference referred to him.
- (e) The Local Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the Grievance Commissioner.

5.10 Any grievance or direct difference referred directly or proceeding to arbitration as provided in section 5.09(a) shall be heard by a Board of Arbitrators constituted pursuant to

section 5.11 for final and binding settlement without stoppage of work.

Board of Arbitrators

5.11 In any case in which a Board of Arbitrators shall be required under this Agreement, the Company and the Union shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third. No person may be named as an arbitrator who has participated directly in an attempt to settle the grievance or direct difference.

The arbitrators to be appointed by the Company and the Union shall be appointed within 10 days from the date of receipt of notice of arbitration. If either party shall fail to appoint an arbitrator within the time provided, the other party may request the Minister of Labour of the Province of Ontario to appoint an arbitrator on behalf of the defaulting party. Within a period of 30 days from the later of the dates of their respective appointments the arbitrators representing the Union and the Company shall try to agree upon the appointment of a third arbitrator who shall act as chairman of the board. If they fail to so agree, the arbitrator appointed to represent the party which sent the notice of arbitration shall within a further period of 30 days after the completion of such first mentioned period of 30 days request the Labour-Management Arbitration Commission of Ontario to select a third arbitrator. However, if such request is not made within such further period of 30 days then the grievance or direct difference will be deemed to have been abandoned.

- 5.12 The Board of Arbitrators shall hear and determine the grievance or direct difference and shall issue a decision. Such decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman shall govern.

In no event shall the Board of Arbitrators be authorized to alter, modify or amend any part of this Agreement.

Single Arbitrator

- 5.13 (a) Notwithstanding sections 5.10 and 5.11, the Union or the Company may, in the notice in writing given to the other party pursuant to section 5.08 referring any grievance, including a question as to whether a matter is arbitrable, or any direct difference to arbitration, propose that such arbitration be dealt with by a single arbitrator. The other party shall within 14 days of the receipt of such notice reply in writing stating whether arbitration by a single arbitrator is acceptable.
- (b) The single arbitrator shall be selected in rotation from the following: **G.J. Brandt, M. Teplitsky, O. Shime, J. Brunner, G. Brent, K.A. Hinnegan.** The parties may mutually agree to by-pass the arbitrator scheduled through rotation to take the next arbitrator.
- (c) A single arbitrator shall have all the powers of a board of arbitrators as provided in this Agreement or under the Labour

Relations Act of Ontario, as amended from time to time, and the provisions herein with respect to such a board shall apply to a single arbitrator, with the necessary changes being made.

- (d) If in the reply referred to in (a) the other party states that arbitration by a single arbitrator is not acceptable, then in such reply such other party shall name its arbitrator to be appointed to a board of arbitrators which is to arbitrate the matter. Thereafter the parties shall proceed with the matter in accordance with this Agreement as if it had been submitted originally for arbitration by a board of arbitrators pursuant to section 5.08.

5.14 The rules of arbitration annexed hereto as Schedule 'C' shall govern the conduct of any arbitration proceedings hereunder.

General

5.15 The parties are desirous of settling grievances on their merits. However, failure to process a grievance or direct difference from one Stage to the next Stage (including referral to arbitration) within the specified time limits will be deemed an abandonment of such grievance or direct difference; failure to reply to a grievance within the specified time limit will permit the grieving party to proceed to the next higher Stage, including arbitration.

Notwithstanding the above paragraph, any time limit fixed by this Article or Article 6 may be extended by agreement of the Company and the Union.

- 5.16** If it should be decided through the grievance procedure (including arbitration) that any employee has failed to receive pay to which he is properly entitled under the provisions of this Agreement, respecting the application of seniority or pay, the Company shall, if his grievance shall have been presented in writing within **60** days after the pay day in respect of the pay period in which the grievance arose, pay to such employee the difference between the pay which such employee should have received and the pay actually received by the employee. The Company shall extend the period of **60** days where there is a reasonable excuse for the grievance not having been presented within such **60** days.
- 5.17** An aggrieved employee may be present at all stages of the grievance procedure. Nothing in this Agreement shall prevent an employee from discussing any personal matters with the Company.
- 5.18** At any time during the discussion of a grievance if it is mutually agreed that witnesses would aid in settling the grievance they may be requested to attend.
- 5.19** (a) If the Company issues a written warning to an employee, it shall give two copies of such written warning to the employee provided such employee acknowledges receipt of such warning on the original thereof.
- Written warning (but not suspensions) for absence without leave or for failing to notify the Company of intended absence shall be removed from an employee's record and shall be disregarded in deter-

mining discipline for subsequent infractions of a like nature if, after three calendar months, there is no repetition of such offense.

Any other written warning (but not a suspension) shall be removed from an employee's record and shall be disregarded in determining discipline if in the 6 months following such warning there is no further misconduct.

A suspension notice other than a suspension notice for breach of Article 4 shall be removed from an employee's record and shall be disregarded in determining discipline 12 months after the issuance of such notice.

A suspension notice for breach of Article 4 shall be disregarded in determining discipline two years after the issuance of such suspension.

- (b) Any notice of discharge or notice of suspension, other than investigatory suspension, shall be given to the employee in the presence of a Grievance Steward who is readily available provided that should there be no Steward available, such lack of availability will not nullify such notice of discharge or suspension.

Grievance Committee and Stewards

- 5.20** There shall be a Union Grievance Committee of not more than three employees who, together with Stewards designated by the Local Union, shall represent employees in grievance proceedings. The Local Union shall send the Company a list of the names of the Committee members and Stewards and any subsequent changes.

5.21 Such time off without loss of wages as shall be reasonably required shall be allowed to

- (a) a grievor, a steward designated by the Local Union from the Area of the grievor, and a member of the Union Grievance Committee to process (including any investigation) grievances in accordance with this Article,
- (b) up to three Officers of the Local Union to process a direct difference in accordance with section 5.07,
- (c) one officer of the Local Union while at a meeting with a representative from Labour Relations concerning the submission of a grievance or direct difference to a Grievance Commissioner pursuant to section 5.09,

provided permission is obtained from his Supervisor, which permission shall not be unreasonably withheld. The Company may refuse to grant such permission at any time if the privilege of requesting time off for the aforesaid purpose is being abused.

5.22 The Company will pay a travel allowance pursuant to the current rates to a grievor, a steward and a member of the Grievance Committee to attend any Stage One, Stage Two or Stage Three grievance meeting who, at the request of the Company, are required to use their own personal transportation to travel from one Area to another Area for his grievance meeting. The allowance payable will be a return trip travel allowance from their permanent work location to the location of the meeting.

ARTICLE 6 - DISCHARGE

- 6.01** If an employee who is discharged from his employment believes that such discharge was the result of a misinterpretation or a violation of any of the provisions of the Agreement, such discharge shall constitute a grievance to be dealt with under Article 5. The President of the Local Union shall be notified as soon as possible of the discharge of any employee, however it is not necessary to state reasons for such discharge nor will failure to notify the Union be construed as nullifying such discharge. Any such grievance may be presented at Stage Two of the grievance procedure within fifteen (15) working days of the date of such letter or such further period as the parties may agree.
- 6.02** An employee who has brought a grievance concerning his discharge may, to the extent permitted by the respective carriers thereof, continue at his own expense his participation in any of the Company's group insurance plans until such time as his grievance has been finally disposed of.
- 6.03** If it should be decided at any stage of the grievance procedure (including arbitration) that such discharge grievance was the result of a misinterpretation or a violation by the Company of any of the provisions of this Agreement the Company shall
- (a) reinstate such employee in his job without loss of seniority,
 - (b) credit him with a period of continuous service equal to the time he was absent from his employment as a result of his

discharge less any period of suspension given to him as a result thereof,

- (c) pay such compensation, less any monies earned during the period of discharge, as is considered just and equitable in the opinion of the parties or in the opinion of the Board of Arbitrators, and
- (d) shall reimburse him for any premiums or portions thereof paid pursuant to section 6.02 which the Company would have paid if the employee had not been discharged.

ARTICLE 7 - HOURS OF WORK

7.01 The regular work day will be 8:00 a.m. to 4:30 p.m. with a half hour off for lunch. However, where the efficiency of operations so requires or an employee or groups of employees so request the Company may change such hours to 8:00 a.m. to 5:00 p.m. with an hour off for lunch.

7.02 The regular work week shall be 5 work days, Monday to Friday, inclusive.

7.03 Certain employees may be scheduled to work at hours other than as set out in section 7.01, but the number of hours shall not exceed 8 hours inclusive of the lunch period in a two or three-shift operation.

Certain employees may be scheduled on a work week other than as set out in section 7.02; provided, however, that there are 5 consecutive work days within the calendar week in such schedules other than those pertaining to employees in the Instrumentation Department, First Aid Department, Assay Laboratory, Metallurgical Process Technology

Department, Plants Experimental and such other groups as the operations of the Company may require from time to time and the Local Union agrees to provided

- (a) that the weekly schedules for such employees provide for at least 2 consecutive days off; or
- (b) the schedule for such employees has been agreed to by the Local Union.

7.04 In order to effect

- (a) a longer work day but shorter work week or other schedule variations which may result in a shorter or longer work week employees in certain departments or groups may wish to work a schedule in excess of eight (8) hours per shift as outlined in section 7.01 or
- (b) changes in the time of arrival and departure of employees in certain departments or groups on the basis of what is commonly called "Flexitime."

The Company and the Union agree:

- (1) the concepts set out in (a) and (b) are experimental and shall extend only for the term of this agreement;
- (2) the concepts will not be applied to any department, employee or groups of employees without the written consent of the Union;
- (3) either party may terminate any such schedule agreed upon by giving thirty (30) working days written notice to the other party;
- (4) the overtime provisions as out in section

8.01 will apply only for any daily and/or weekly time worked in excess of the agreed to schedule;

- (5) the shift premiums set out in section 8.01 would not apply to hours of work changed solely by reason of the application of Flexitime.

7.05 The Company does not guarantee to provide work for any employee.

7.06 An employee must be notified of any change in his regular work schedule at least 40 hours prior to the commencement of the work week, which commences at 8:00 a.m. Sundays. If he is not so notified he shall be entitled to be paid at the rate of one and one-half times his applicable pro-rated hourly rate for the time worked by him during the first day or shift of such changed schedule.

The provisions of the above may be waived by mutual agreement between the employee and the Company.

7.07 When an employee, because of failure of the Company to inform him by notice or otherwise that no work will be available, reports for work on schedule, in good faith, and is advised that there is no work available, he shall receive 4 hours pay at his applicable hourly rate without being required to work the said 4 hours but such 4 hours shall not be considered as hours worked for the purpose of applying the overtime provision of this Agreement. The provisions of this paragraph shall not apply when an employee has been absent from his regular work period and has failed before reporting for work to inform his foreman or such other supervisor designated by the Company for this purpose of his intention to return.

ARTICLE 8 - OVERTIME, SUNDAY AND STAND-BY PAY, AND CALL-IN PAY

8.01 An employee who is required by the Company to work overtime shall be paid at the rate of one and one-half times his applicable pro-rated hourly rate for time worked by him:

- (a) in excess of 8 hours in a work day provided that such excess time is not 15 minutes or less;
- (b) in excess of 40 hours in a work week, less time worked under (a) above;

provided that the Company shall deduct from such excess time the amount of time off on casual leave without loss of pay (other than for serious illness or death in immediate family or personal emergency, all as provided in section 11.01, or for leave under section 11.07, or for reasons of the employee's sickness) which such employee may have received during the work week in which such excess time was worked.

Such excess time shall be paid in units of one-quarter hour applied as follows:

Minutes Worked	Time Paid For
1-15	Nil
16-30	1/2 hour
31-45	3/4 hour
etc.	etc.

8.02 The Company will endeavour to give reasonable notice to an employee required to work overtime. Overtime work will be distributed as equally as practicable amongst those employees in the same department and first-line supervisor's group as that in which the overtime is

required and who are in the same job classification in which the overtime occurs and who would normally perform such work. Should all of the above group of employees decline or be excused from working overtime, then the junior employee in that group will be required to perform the Overtime work. Those employees so declining or who are excused from working overtime shall be regarded as having been given an opportunity to work overtime. Records of such amounts of overtime worked and of declined opportunities shall be posted monthly at the various department locations.

An employee temporarily promoted to a job excluded from the bargaining unit is not entitled to share in the distribution of overtime work and is excluded from working overtime in any bargaining unit job on any day in which he is temporarily promoted.

8.03 Effective March 1, 1989 employees who work between 8:00 a.m. Sunday and 8:00 a.m. on the immediately following Monday shall be paid a Sunday premium of one dollar and seventy-five (\$1.75) cents per hour for work performed during such hours. For the purpose of calculating overtime pay, such premiums shall not be considered as part of an employee's applicable hourly rate.

8.04 Effective June 1, 1992, employees shall be paid an off shift premium of **50 cents** per hour for work performed by them during afternoon shift hours and not within their scheduled day, evening or night shift hours, and an off shift premium of **60 cents** per hour for work performed by them during evening shift hours and not within their scheduled

day, afternoon or night shift hours, and an off shift premium of **70 cents** per hour for work performed by them during night shift hours and not within their scheduled day, afternoon or evening shift hours. Employees regularly working on shift whose hours of work are changed either temporarily or permanently to the day shift shall be paid only their applicable rate. For the purpose of calculating overtime pay such off shift premiums shall not be considered as part of an employee's applicable rate.

- 8.05** An employee required to stand-by for a possible call in to work shall be paid an amount equal to 15% of his pro-rated regular wage rate for each hour he has stood by provided
- (a) failure to respond to a call in to work shall absolve the Company from any obligation to pay stand-by pay to an employee for the period he was required to stand-by, and
 - (b) stand-by pay is not payable for time actually worked when called in.
- 8.06** An employee who has already left the premises of the Company after completion of his work and who is recalled for emergency work shall be paid at a rate of one and one-half times the applicable pro-rated hourly rate with a minimum of 4 hours at his applicable pro-rated hourly rate unless such work immediately preceded his scheduled shift. For the purpose of calculating overtime pay such 4 hours or time worked shall not be included. If such work immediately preceding his scheduled shift exceeds one hour he shall be

allowed one-half hour without loss in pay for a hot meal which the Company will provide. If it is not practicable to provide a hot meal the Company will provide a cold meal.

ARTICLE 9 - HOLIDAYS

9.01 In this Article "holiday" means New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or such day as may be established as a holiday in lieu of any said days by statute, proclamation or otherwise as may be agreed upon by the Local Union and the Company. If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the holiday notwithstanding the foregoing definition.

9.02 (a) An employee shall be entitled to each of the holidays without any loss in pay if:

- (i) he was not on a strike or a leave of absence without pay for a period of time that encompasses the holiday in question; or
- (ii) he was not absent without leave on his last scheduled work day or shift before or his first scheduled work day or shift after such holiday. It is understood that the Company may request a physician's cer-

tificate to support a casual sick leave; or

- (iii) he is a probationary employee, except if such probationary employee is a student employee.

To resolve any lack of clarity in this clause (a) it is understood that a former employee while on lay-off is not entitled to any paid holiday.

(b) If a holiday falls

- (i) within an employee's scheduled vacation, or

- (ii) on his day off

he shall be given an extra day's pay at his applicable pro-rated daily rate or, if mutually satisfactory to the Company and the employee, an extra day off in lieu thereof. If the employee does not use such extra day off within a period of two months from the date of such holiday, he shall receive a day's pay at his applicable pro-rated daily rate in lieu thereof.

- (c) the foregoing (a) and (b) shall not apply to any employee in receipt of benefits under the Wage Continuance Program.

9.03 For authorized work performed on any holiday an employee shall be paid holiday pay at two and one-half times his regular rate.

9.04 For the purposes of computing overtime pay in accordance with section 8.01, time for which an employee

- (a) receives holiday pay, or

- (b) has taken an extra day off pursuant to section 9.02(b), or

(c) has taken a floating day off pursuant to section 9.05

shall be regarded as time worked

- 9.05** An employee (other than a student) who has completed his probationary period shall be entitled to an annual day off with pay (to be called a "floating day"). Such floating day shall be taken at a time to be mutually agreed upon between the employee and the Company having regard to the wishes of the employee and the requirements and efficiency of operations. The floating day is considered essential to the well being of each employee and pay in lieu thereof will be considered only in exceptional circumstances. However, if the floating day is not taken by an employee by the end of the calendar year he shall receive an additional day's pay at his regular wage rate. Notwithstanding the above, no employee nor individual under any circumstances shall be entitled to more than one floating holiday with pay during each calendar year.

ARTICLE 10 - VACATIONS

- 10.01** Annual vacations with pay shall be in accordance with length of service on the following basis:
- (a) 2 weeks' vacation shall be granted to employees who have completed 12 months but less than 8 years of continuous service, one of which weeks may be taken on completion of 6 months' continuous service;

- (b) 3 weeks' vacation shall be granted to employees who have completed 8 years of service;
- (c) 4 weeks' vacation shall be granted to employees who have completed 18 years of service;
- (d) 5 weeks' vacation shall be granted to employees who have completed 25 years of service;
- (e) 6 weeks' vacation shall be granted to employees who have completed 30 years of service.
- (f) 7 weeks' vacation shall be granted to employees who have completed 35 years of service.

Effective January 1, 1993 the above paragraphs (c) and (d) shall be deleted and the following substituted therefor:

- (c) 4 weeks vacation shall be granted to employees who have completed 16 years of service;**
- (d) 5 weeks' vacation shall be granted to employees who have completed 24 years of service;**

The pay for each such week of vacation shall be equal to the current rate of pay to which the employee is entitled at the time he takes his vacation but if the employee has been demoted to a lower rate of pay prior to taking his vacation he shall be entitled to be paid at the rate of pay which he received immediately prior to his demotion if his vacation had been scheduled at the time of such demotion.

An employee who has been temporarily pro-

noted for at least 3 consecutive months and takes his vacation while so temporarily promoted shall be entitled to receive vacation pay equal to the rate of pay he is then receiving.

An employee who had been temporarily promoted for less than 3 consecutive months will not normally be allowed to take either his regular or special vacation while so promoted. If, however, with the consent of his immediate supervisor, an employee so promoted is permitted to take a vacation he shall be paid the rate of pay he is then receiving.

Vacations shall be counted as time worked for the purpose of calculating overtime pay under Article 8.01.

The pay for each week of vacation for an employee returning to or entering the bargaining unit shall be equal to the employee's current O.C.T. rate of pay at the time he takes his vacation.

10.02 For the purpose of improving the scheduling of his annual vacation, each employee, after completing 12 months of continuous service, shall be deemed to have commenced his employment on the January 1st immediately preceding the actual date of his employment.

10.03 Vacations shall be commenced in the calendar year for which such vacations are due or shall be forfeited, provided that each employee so forfeiting his vacation period shall, nevertheless, be paid the vacation pay to which he is entitled. Vacations are considered essential to the well-being of each and every employee and pay in lieu thereof will be considered only in exceptional circumstances.

10.04 An employee who has been on a leave of absence pursuant to section 11.05 in excess of 6 months in any calendar year shall have the length of his vacation with the pay therefore to which he is otherwise entitled pro-rated but he may elect to take his regular length of vacation and receive such pro-rated pay.

An employee who has been absent from work by reason of illness or accident and in receipt of Long Term Disability payments therefor shall be entitled to vacation with pay on the following basis:

- (a) to his regular annual vacation with pay during the first calendar year in which he is so absent but during such vacation he shall not be entitled to any payment under the LTD Plan;
- (b) to his regular annual vacation with pay if he returns to work as an employee in the second calendar year before the first 6 months thereof; and
- (c) if he returns to work as an employee after 6 months in such second calendar year to his regular annual vacation with pay pro-rated.

10.05 An employee whose employment with the Company is terminated for any reason will receive in lieu of vacation an amount equal to the pro-rata portion of his wages for the unused period of the vacation to which he is entitled.

10.06 In determining the length of a vacation, a week shall mean 7 consecutive days, including Saturdays, Sundays and holidays falling within the period. Where an employee is entitled to 2 or 3 weeks' vacation with pay such weeks shall be consecutive, except when Company and employee shall otherwise agree. Where an

employee is entitled to 4 or more weeks' vacation with pay such weeks shall be consecutive unless the Company considers otherwise in order to maintain efficient operations.

10.07 Vacations will be granted at such times as the Company finds most suitable considering seniority, the wishes of the employees and the efficient operation of the Plants and Offices. Vacation dates may be changed by the Company in cases where it considers it necessary for efficient operations.

10.08 (a) Upon the completion of two years of service an employee shall be entitled to receive, in addition to any vacation pay to which he is entitled under section 10.01, the sum of one hundred and forty dollars for each week of Annual Vacation thereafter granted and taken under section 10.01. **Effective January 1, 1995 the Company will increase the one hundred and forty dollars to \$235.00 per week of annual vacation granted and taken.**

(b) An employee who was rehired by the Company as a result of being recalled following his layoff pursuant to section 12.17 and

(i) had at least two years' service at the time of such lay off; or

(ii) subsequently attains two years' service including any service with the Company prior to such lay off;

shall be entitled to receive the additional vacation pay referred to herein but only with respect to any such annual vacation

taken by him after he has completed such two years.

- (c) An employee who forfeits his vacation by reason of a request from the Company shall be paid the sum referred to in (a) to which he would have been entitled if he had taken such vacation.

Special Vacation

10.09 The Company will provide 5 weeks of special vacation with pay for employees who have completed five or more years of continuous service on January 1, 1967 and an additional 5 weeks of special vacation with pay upon completing each additional five year period of continuous service after January 1, 1967 on the basis of the following provisions which shall apply during the life of this Agreement:

- (a) Each employee who on January 1, 1967 has completed 5 or more years of continuous service shall become entitled to 5 weeks of special vacation with pay in addition to all weeks of vacation with pay to which he is entitled under the other provisions of this Article.
- (b) **All** other employees upon completing their first 5 years of continuous service during the currency of this Agreement shall thereupon similarly become entitled to 5 weeks of special vacation with pay.
- (c) The pay for each week of special vacation which is taken shall be equal to the current wage rate of the employee at the time when such week of special vacation is taken.

- (d) Should an employee who is entitled to any special vacation with pay fail for any reason, including retirement, discharge, quitting or death, to commence such vacation within 5 years after becoming entitled thereto, the Company shall, in lieu of granting such special vacation, pay to such employee, or to his estate should he have died, the special vacation pay to which he would have been entitled if he had taken such special vacation immediately prior to the fifth anniversary of his becoming entitled thereto or immediately prior to the cessation of his employment with the Company or immediately prior to his death, as the case may be.
- (e) If an employee terminates his employment with the Company or is terminated by the Company for any reason, including retirement, or dies, he or his estate shall be entitled, in addition to any payment in accordance with clause (d) of this section, to an amount equal to one week's wages for each full year of continuous service, and a pro-rata portion thereof for each whole month comprising a broken year, from the date of his last entitlement to a special vacation to the date of termination or death.
- (f) In determining the length of a special vacation a week shall mean 7 consecutive days including Saturdays, Sundays and holidays falling within the period.
- (g) The allocation of vacations with pay under section 10.01 shall have priority over the allocation of special vacations hereunder.

- (h) In order to minimize interference with the normal operations of the Company, special vacations will be granted only at such times and in such amounts as the Company in its sole discretion may determine but, subject thereto, due consideration will be given to the wishes of the employee concerned. It is anticipated that in most cases an employee will take his special vacation within the 5 year period following the date on which he becomes entitled.

The Company can require that at least 20% of those entitled take such vacation in each year and that not more than 25% may take such vacation.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 The Company will grant to an employee reasonable time off without loss in pay in the event of

- (a) a serious illness of a member of his immediate family (**i.e. spouse** or children) and
- (b) the death of any member of his immediate family or of any of his parents, sisters, brothers or parents-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, **son-in-law or daughter-in-law**.

Apart from the foregoing, the Company will grant an employee reasonable time off without loss in pay for other personal emergencies where the Company is satisfied that the circumstances of the personal emergency justify such leave being given. A personal emergency is a sudden, unexpected occurrence or

set of circumstances demanding the employee's immediate attention.

- 11.02** (a) The Company shall grant an employee a leave of absence without pay up to 30 calendar days for personal reasons if
- (i) he requests such leave from the Company in writing at least 10 working days, if possible, in advance and
 - (ii) the Company is satisfied the leave is for good reason and will not unduly interfere with operations.
- (b) Such leave may be granted for a longer period or may be extended if
- (i) the Company is satisfied there is good reason for such longer period or extension and it will not unduly interfere with operations and
 - (ii) the request for any extension of leave is made by the employee in writing before he has completed his current leave.
- 11.03** The Company may in its discretion grant an employee a leave of absence without pay for a period not to exceed one year in order to attend a recognized university or trade or technical school full time if
- (a) the course of instruction is related to the employee's employment opportunities with the Company and
 - (b) such leave does not unduly interfere with operations.
- 11.04** (a) Leave of absence for not more than 6 months without pay shall be granted to a pregnant employee who has completed her probationary period. If at the conclu-

sion of her leave, the employee presents the Company with the written opinion of a qualified medical practitioner stating that she is able to perform her normal duties, she shall, if she has not been laid off or demoted while on such leave, be reinstated to her former position, but if such position no longer exists or if the employee consents, she shall be provided with similar work in the same job class and area. A pregnant employee may be required by the Company to commence a pregnancy leave of absence at such time as she cannot perform the normal duties of her job. In the event that such employee is unable to return to work at the conclusion of her pregnancy leave because of complications arising out of her pregnancy and delivery, she may be granted an extension of up to 3 months upon request.

- (b) An employee who has completed her probationary period and requests maternity leave due to legal adoption shall be granted leave for not more than six months. At the conclusion of her leave the employee shall, if she has not been laid off or demoted while on such leave, be reinstated to her former position, but if such position no longer exists or if the employee consents, she shall be provided with similar work in the same job class and area.

11.05 Upon written request by the Local Union, the Company will grant leaves of absence without pay to employees if such leaves do not

unduly interfere with operations,

- (a) to attend Union conferences, or Union conventions provided such leaves (i) do not exceed an aggregate of **12 man-weeks** in any one year hereunder and (ii) such notice is given not less than **10** working days in advance;
- (b) to attend Union schools provided such leaves (i) do not exceed an aggregate of **12 man-weeks** in any one year hereunder and (ii) such notice is given not less than **20** working days in advance; and
- (c) to attend labour college provided (i) such leaves do not exceed an aggregate of **8 man-weeks** in any one year hereunder and (ii) such notice is given not less than **20** working days in advance;

Upon written request by the Union, the Company will grant leaves of absence without pay to employees if such leaves do not unduly interfere with operations,

- (d) to attend to work of an official nature for the Union and notice is given not less than **20** working days in advance, if possible.

If the Company believes that any such requested leave of absence, if granted, will unduly interfere with operations it will notify the Local Union thereof as soon as possible and, upon request, discuss the matter with representatives of the Local Union.

11.06 The Company shall grant leaves of absence without pay of not less than one month and not more than **2** years, on written request by

the Local Union not less than 10 working days in advance to the Company, aggregating not more than 2 man-years in any one year hereunder to an employee to work in an official capacity for the Local Union or the Union.

The Company shall also grant leaves of absence without pay to Local Union Officers or their designated representatives, if such leaves do not unduly interfere with operations, for the normal administrative functions of the Local Union. Requests for such leaves shall be submitted in writing or orally to the Labour Relations Supervisor - O.C.T., at least 24 hours in advance.

- 11.07** An employee who is called for jury duty or is subpoenaed as a witness and who as a result thereof loses time from work shall receive for each day so lost the difference between his applicable pro-rated daily or hourly rate including cost-of-living allowance, any shift or Sunday premiums and any Nickel Bonus in effect, and the jury or witness fee to which he is entitled for such day. The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court before making any such payment.
- 11.08** An employee on a leave of absence without pay, other than under the Wage Continuance Program, for at least 30 calendar days duration may continue to be covered by the Company's health insurance, dental and drug plans, and group life insurance, to the extent permitted under the respective contracts or legislation governing same, if he pays the total cost of the premiums therefor. If the

leave of absence without pay is for less than 30 calendar days, the Company and the employee shall continue paying their respective portions (if any) of such premiums.

- 11.09** The Company will grant to an employee who is required to take an X-ray under the Occupational Health and Safety Act, 1978 sufficient leave without loss in pay to enable him to take such X-ray.

The Company will grant to an employee who requires vision testing by an optometrist or an ophthalmologist sufficient leave without loss in pay to enable him to take such test.

- 11.10** The Company shall grant an employee a leave of absence without pay for up to two months to campaign for his election to any municipal, provincial or federal government office, or international Union office if he requests such leave from the Company in writing at least 10 working days, if possible, in advance.

- 11.11** The Company will grant five days' leave with pay per month to the Local Union President to serve Local Union purposes for the direct interest of the company's employees in the Nickel Division - Sudbury Operations. The Company also agrees to grant one day's leave with pay per month to a Local Union Officer to be designated monthly by the Local Union President.

ARTICLE 12 - SENIORITY

- 12.01** "Seniority" is the principle of granting preference to employees in promotions, demotions, transfers, resulting from change or manpower reduction, lay-offs, and rehiring after lay-offs in accordance with length of continuous service.

12.02 (a) For the purposes of this Agreement an employee's "Seniority" shall mean the length of time from his most recent hiring date (other than as a result of a recall after a lay-off) with the Company and shall be maintained and accumulated during:

- (i) a lay-off within any period during which he was entitled to be recalled,
- (ii) any sickness or accident, and
- (iii) any leave of absence granted under Article 11.

Notwithstanding the foregoing, for the purposes of section 12.10 and 12.19 only, the seniority of an employee entering the bargaining unit from a job excluded therefrom, shall, for a period of 24 months from the date of such entry, be the length of time he has been an employee in such bargaining unit. Upon the completion of such period his seniority shall then be computed in accordance with the definition thereof set out above.

Notwithstanding the foregoing, for the purposes of section 12.10 only, the seniority of an employee returning to the bargaining unit from a job excluded therefrom shall, for a period of 24 months from the date of such return, be the length of time he has been an employee in such bargaining unit. Upon the completion of such period his seniority shall then be computed in accordance with the definition thereof set out above.

(b) For the purposes of this Agreement, the Wage Continuance Program, and other such plans, "continuous service", "service", or "the 6 months" periods of incre-

mental increases shall be determined by the length of his actual service with the Company and shall not include any period of time while he was absent from work because he was on:

- (i) leave of absence in excess of 30 calendar days,
- (ii) lay-off,
- (iii) strike or lock-out, or
- (iv) long term disability or Workers'

Compensation

Notwithstanding the foregoing,

- (A) a leave granted to a Local Union Officer or designated representative to serve Local Union purposes for the direct interest of the Company's employees in the Nickel Division - Sudbury Operations under section 11.06 or to attend labor college under section 11.05 or
 - (B) any period of up to **104** weeks while off under the Wage Continuance Program or off on Workers' Compensation.
 - (C) any period for a vacation shutdown.
shall be included in the computation of "continuous service", or "service" for the purpose of determining the length of vacation to which an employee is entitled under sections 10.01 or 10.09.
- (c) An individual who is employed as a casual employee shall, for the purpose of this agreement, not accumulate seniority

while so employed

12.03 Seniority shall cease if an employee:

- (a) quits, or
- (b) is discharged, or
- (c) is laid off for lack of work for a period which exceeds the duration of his recall rights as set out in section 12.21, or
- (d) fails without reasonable cause to return to work immediately upon the completion of any leave of absence which may have been granted, or
- (e) if his employment is terminated for justifiable reasons of innocent absenteeism.

12.04 A new employee shall be considered as a probationary employee for the first 55 working days of his employment. When such employee finishes the probationary period he shall be entered on the seniority record and shall rank for seniority from the date he was last hired. There shall be no seniority among probationary employees. No probationary employee shall have recourse to the grievance procedure save with respect to a question of the rate of pay to be paid to him. If a probationary employee is discharged the Company will review the case with two members of the Grievance Committee if requested to do so within 10 working days, from the date of such discharge. Notwithstanding section 3.01, the Company may discharge or otherwise discipline a probationary employee if the Company believes that he is not suitable for or able to perform adequately the job for which he was hired or is required to do.

- 12.05** The seniority unit shall be as set forth in section 1.02 above as amended by Schedule 'A'.
- 12.06** (a) The Company will keep an up-to-date seniority record and a copy of such record shall be reasonably available for inspection in the departmental office to the extent reasonably necessary for any Steward to ascertain the seniority status of any employee within his jurisdiction.
- The Company shall provide the Local Union with up-to-date seniority lists and lists of part-time individuals every month, and at the same time will furnish the Local Union President with a seniority list showing the current salary of each employee.
- (b) Upon request by the Local Union President, the Company shall provide the union, by **Canada Post**, with the following as it relates to employees:
- (1) list of employees showing their names and classifications, ranked according to seniority;
 - (2) copies of job postings, job awards, promotions, demotions and transfers;
 - (3) list of employees hired or discharged;
 - (4) list of retirements and deceased employees;
 - (5) copies of job classifications, job descriptions and job evaluation data;
 - (6) copies of health and insurance plans including the O.C.T. pension plan.
- 12.07** The Company may hire individuals for temporary work provided that the Company shall give prior consideration and due preference

to hiring for such work any laid off former employees having recall rights who are willing and qualified to do the work.

The Local Union will be informed of the expected duration of such work, which will not exceed 23 days except by mutual agreement.

Vacancies and Promotions

- 12.08** (a) All vacancies (except temporary vacancies of 23 days or less) within the bargaining unit, whether for existing jobs or for newly created jobs, shall be posted within 5 working days of the occurrence of the vacancy. The job, its class, title, location, the name of the present immediate supervisor, its wage in the case of a vacancy in an existing job and its proposed wage in the case of a newly created job shall be posted for a period of 5 working days on the bulletin boards, during which time applications from employees will be received by the department or person designated by the Company on the notice. An employee who is in the same or higher job class as that of the posted vacancy may be moved to any such posted vacancy only once a year. Notwithstanding the immediately preceding sentence an employee who is in the same job as that of the posted vacancy but is assigned to a different type of shift or who works at a different Mine or Plant to that of the vacancy may apply for such vacancy.
- (b) An employee, except a newly hired employee, may transfer from the

Falconbridge Area to the Onaping Area, or to the Lockerby Area, or vice versa, to the same job, or may transfer to the same job within an Area. When a vacancy in such a job is posted, an employee may file a written request for transfer during the period of such posting. In filling such vacancy, the Company shall first consider applications for the posted vacancy; if there is no successful applicant, the Company shall then consider requests for transfer. The Company shall give full consideration and due preference to transfer requests in filling any subsequent vacancy created by the filling of the job posting provided the vacancy is in the same job as that of the job which was posted. An employee may not be so transferred more than once a year.

A newly hired employee must attain one year's seniority before being eligible to transfer from one Area to another.

- (c) An employee accepting a transfer under section 12.08(b) above may return or be returned by the Company to his former job during the 30 calendar days following such transfer. An employee accepting permanent promotion under section 12.08(a) above may return to his former job during the 30 calendar days following such promotion. Any employee who may otherwise have been appointed by posting or otherwise to fill any vacancies created by such transfer or permanent promotion shall thereupon revert to his former job and shall be paid the rate which such employee would have been

entitled to had such employee not vacated such former job. An employee may elect to return to his former job, after having accepted a permanent promotion, no more than once a year; should an employee elect to return to his former job, the Company shall, without having to re-post the resultant vacancy, attempt to fill such new vacancy from amongst those applicants who applied for the vacancy when it was first posted in accordance with sections 12.10 and 12.11 of this Agreement.

- (d) Within 14 calendar days after the expiration of the posting period required by clause (a), the Company shall choose the successful applicant, if any, and place him in the vacancy, if it then exists. If the Company does not place the successful applicant in the vacancy by the end of the 14th day, it shall, commencing on the 15th day, pay him the rate applicable to that job.

The Company will, after the 15th day, if the successful applicant has not been placed in the vacancy, pay him a travel allowance based on the allowance currently in effect provided the distance the employee is required to travel to his **former** vacancy is further from his home than was the distance from his home to his **new** vacancy.

- (e) An employee who is absent from work due to illness, vacation or leave of absence during the time the job is posted shall have the right to apply for such job within 36 working days from the date of the removal of the job posting from the

bulletin boards or within 5 working days from his return to work from such illness, vacation or leave, whichever is sooner.

- (f) The Union will be supplied with copies of posted job vacancies, and within 2 working days of the filling of the vacancy, the names of successful applicants, transferees and newly hired employees.
- (g) The name and seniority date of the successful candidate or transferee or newly hired employee for the job vacancy shall be posted on the bulletin boards within 5 working days of the filling of such vacancy.

12.09 In filling any vacancy including temporary vacancies of an expected duration in excess of 3 months, in any of the following jobs: first aid man, safety advisor, industrial engineering department trainee, warehouseman, and maintenance planner, the Company shall first consider applications and transfer requests from employees in the bargaining unit. If there is no successful applicant, the Company shall then consider laid off former employees whose recall rights have not expired. If the vacancy still remains unfilled, the Company may then consider individuals outside the bargaining unit, including any individual who is excluded from the bargaining unit by reason of being employed by the Company in a confidential capacity with respect to labour relations.

12.10 In all cases of promotions to fill vacancies (other than promotions outside the bargaining unit or promotions considered by the Company to be temporary only; that is, of 23

day's duration or less) the Company shall consider the following two factors in determining which applicants are to be promoted:

- (a) seniority, and
- (b) the requirements and efficiency of operations and the ability, knowledge, training and skill of the applicant to do the job.

12.11 If factor (b) is to all intents and purposes equal as between two or more applicants, their relative seniority shall govern. When considering the application of factor (b) to any applicant the Company shall not act unfairly or unreasonably.

In filling the vacancy the Company shall not be confined to promoting any applicant if in the Company's view none of the applicants are qualified to perform the job.

The Company will inform any unsuccessful candidate for a posted vacancy, who is senior to the candidate selected, the reasons why he was not selected to fill the vacancy.

12.12 If an arbitration board or the Grievance Commissioner decides that the Company acted unfairly or unreasonably in considering the application of factor (b) pursuant to section 12.11, the Arbitrator shall fill the vacancy with the applicant having the most seniority if he has the ability, knowledge, training and skill to do the job.

12.13 In making temporary promotions and transfers of a temporary nature (i.e. having a duration of between 3 working days and 23 calendar days) the Company will, to the extent permitted by the requirements of operations

have regard to the seniority of the employees reasonably available.

12.14 In considering promotions or transfers to fill vacancies of J.C. 7 or less, the Company shall disregard the experience gained by an employee on temporary promotions or transfers of 23 days or less.

12.15 Any employee who fills a temporary vacancy shall, on its termination, revert to the job (if such job is still in existence) in which he last worked other than on a temporary basis.

12.16 The Company may, notwithstanding anything in this Agreement, return at any time an individual to the bargaining unit as an employee provided he does not displace anyone in the bargaining unit with greater seniority. The seniority of such individual shall be determined by length of service with the Company.

An individual re-entering the bargaining unit shall return to the same job classification he held when he left and then section 12.19 shall apply. If his former job classification no longer exists then the individual shall re-enter the bargaining unit at the same job class as his former job classification and section 12.19 shall apply.

12.17 An employee accepting a transfer or promotion to a job outside the bargaining unit or an individual transferred into the bargaining unit may return or be returned by the Company to his former job during the two months following such transfer or promotion. Such employee and any employee filling any vacancy created by such transfer or promotion shall revert to his former job classification.

12.18 (a) On-The Job Training Opportunities

The Company will, during each year of the term of this agreement, post certain jobs which will be for the purpose of providing on-the-job training opportunities for employees. The number of such opportunities shall not be less than 3 at any one time except in the case of a reduction in the workforce of at least 2.5% of the employees in the bargaining unit when employees selected for such training would revert to the occupation they held immediately prior to the commencement of such training.

Vacancies for on-the-job training opportunities shall be posted for 5 working days on the bulletin boards and will show the title of the job, its location, the name of the supervisor and its expected duration which shall not be for more than one year.

Employees may apply for on-the-job training opportunities whether the opportunity be in the employees line of progression or in a different line of progression.

In selecting applicants to fill on-the-job training opportunities the Company will select the senior applicant who has the academic qualifications or their equivalent in training and experience for that of the posted opportunity and such posted qualifications shall not exceed those of the job for which training is being provided.

Within 14 days after the expiration of the

posting period hereinbefore referred to the Company shall choose the successful applicant, if any, and place him in the vacancy, if it then exists. Senior employees not selected for an on-the-job training opportunity will be interviewed and informed of the reason they were not selected and will be informed of what training they can pursue in order to be qualified for future training opportunities.

The name of the successful applicant for the training opportunity and his seniority date shall be posted on the bulletin boards within 5 working days of the filling of the vacancy.

The Company will establish performance standards for on-the-job training opportunities which it will review with employees and the Union. Employees selected for on-the-job training opportunities will be expected to meet the performance standards established; if an employee is unable to meet such standards he will be returned to the occupation he held immediately prior to commencing training.

Vacancies created by the selection of employees to fill on-the-job training opportunities will, if they are to be filled, be posted temporarily.

Any employee selected for training shall have his wage rate reduced by one job class for the period of his training.

- (b) The Company may from time to time designate to the Union, by notice in writing given prior to the designation, individuals

who are to be given special experience or training in preparing them or trying out their capability for other or broader assignments with the Company or for future service other than to the Company. The number of such designated individuals shall not exceed at any one time 2.5% or 7, whichever is the greater, of the employees in the bargaining unit except in the case of a reduction in the workforce of at least 2.5% of the employees in the bargaining unit at which time designated individuals would be removed from the bargaining unit. The Company may promote and demote such individuals, engage, retain or dispense with the services of any such individual, and direct the efforts of such individuals from time to time free from any limitations set out in this Article. The Company shall not designate an individual for the purpose of enabling him to qualify immediately for a job which is required to be posted within the bargaining unit.

Notwithstanding the foregoing:

- (a) no such designated individual shall be assigned to take over the job occupied at the time by an employee and
- (b) no individual who is so designated shall be employed in any one job for more than one year and may not be employed again in such job while designated during the twenty-four month period following the first period of designation.

Lay-Off and Recall

12.19 In all cases of lay-offs and demotions due to a reduction in work force (other than lay-offs and demotions of a temporary nature, i.e. having a duration of 2 weeks or less, or of an emergency nature), employees shall be laid off or demoted in reverse order of their seniority ranking provided

- (a) that the Company may retain sufficient employees in each job to meet the requirements of operations, and
- (b) an employee shall be considered for the first job he is able and willing to perform within his job class, and
- (c) an employee to be demoted shall be demoted to the first lower job that he is able and willing to perform, where possible in his department in his area, and
- (d) an employee demoted from his job shall, if he has less than 14 years of continuous service, be provided with an opportunity to be trained for a period not to exceed 30 working days on-the-job, in a job reasonably related to the job from which he was demoted or in a job in his line of progression or in an entry level job, e.g. J.C. 8, to which he is demoted.
- (e) an employee demoted from his job shall, if he has 14 or more years of continuous service, be provided with an opportunity to be trained for a period not to exceed six months, in a job reasonably related to the job from which he was demoted or, to a job in his line of progression or in an entry level job, e.g. J.C 8, to which he is demoted.

12.20 An employee who is temporarily transferred or demoted to another job due to a reduction in the work force during a vacation or production shutdown shall, on the termination of the temporary transfer or demotion, revert to the job in which he last worked prior to the commencement of the vacation or production shutdown provided it still exists and he does not displace anyone with greater seniority. If such job no longer exists such employee shall be returned to his former permanent job classification for the purpose of applying Article 12.19.

12.21 The Union and those employees concerned shall be given a list of the employees to be laid off 20 working days, wherever possible, prior to the date of such lay-off.

12.22 If an employee is laid off by the Company pursuant to section 12.19 and has the following years of seniority, he shall, during the period of time set opposite such years of seniority from the date of lay-off, have preferential rights (hereinafter called "recall rights") for re-hiring in the event workers are required for jobs in the bargaining unit other than jobs of a temporary or emergency nature:

- Under one year's seniority18 months
 - Over one year and up to three years' seniority..... 36 months
 - Over three years' seniority and up to four years' seniority 48 months
 - Over four years' seniority..... 60 months
- However, when the Company requires any individuals for work of an emergency or tem-

porary nature, it shall give any laid-off former employee an opportunity to do such work, consistent with the following provisions:

- (a) Laid-off former employees required by the Company for work of an emergency or temporary nature who have informed the Company they are readily available, are readily available and can perform such work will, if the temporary or emergency work is to be for a period of less than 23 calendar days, be offered the work. When allocating such work the Company will give preference to such aforementioned laid-off former employees who have the greatest seniority. Such laid-off former employees will not acquire any rights provided by the Collective Agreement except those rights to permanent rehire as set out in the relevant portions of sections 12.22, 12.23, 12.24, 12.25 and 12.26 and shall be subject to the dues check-off provisions of section 18.02.

The Company may attempt to contact laid off former employees by such method as may be reasonably available in the circumstances; if the Company cannot contact an employee by such method as before referred to it will send notice of such temporary work by registered mail to the last address recorded with the Company to the senior of such laid off former employees who can perform such work.

1. laid-off former employees who accept such offer of temporary or emergency work of less than 23 calendar days receive the current O.C.T. rate of pay

for such work including COLA and vacation pay on a prorated basis.

- (b) Laid-off former employees required by the Company for work of an emergency or temporary nature who have informed the Company they are readily available, are readily available and can perform such work, and who have the greatest seniority will, if the temporary or emergency work is to be for a period of more than 23 calendar days:
1. be employed by the Company for a duration of such temporary or emergency work only; on the expiry of the temporary or emergency work for which the laid-off former employee was required, he will revert to the status of a laid off former employee;
 2. receive the current O.C.T. rate of pay for such work including COLA, Holiday Pay, provided he meets the criteria established by section 9.02 of the Collective Agreement, and Vacation Pay on a prorated basis;
 3. receive O.C.T. benefits, including Casual Leave benefits;
 4. acquire no job posting rights nor transfer rights nor any rights as per section 12.19, but shall be subject to the dues check-off provisions of section 18.02;
 5. accumulate seniority and service while continuously performing the temporary or emergency work which exceeds 23 calendar days.

- (c) Should a laid-off former employee be required by the Company to perform temporary or emergency work which is to be for a period of 23 calendar days or less and subsequently the temporary or emergency work which he is continuously performing exceeds 23 calendar days, the five conditions above would retroactively apply.

Should the period of emergency or temporary work become a permanent employment opportunity, any laid-off former employee who has worked in an emergency or temporary capacity and who would be the employee recalled to such permanent employment according to section 12.23, will receive full credit for seniority and service from the date he was initially employed in the temporary or emergency work provided there has been no break in employment of three working days or more between the temporary and permanent employment.

Prior to being laid off, the Company will provide a form to an employee to enable the employee to indicate to the Company his availability for such emergency or temporary work.

- 12.23** Those former employees laid-off whose recall rights have not expired, who have the greatest seniority and who are able to perform the jobs available shall, as required by the Company, be sent a notice stating the nature of the job, the proposed time and place of hiring. Such notice shall be mailed by registered mail to each person addressed to the last address which he shall have recorded

with the Company or by such other method as may be mutually agreed to between the Local Union and the Company.

The recalled employee must notify the Company of his intention to return to work within 10 calendar days of the date of the recall notice and must return to work within 30 calendar days of such date or make alternative arrangements satisfactory to the Company. No such recalled former employee shall be refused re-employment solely because of a medical, mental or physical condition which existed at the time he was laid off.

A former employee who refuses recall to a lower rate job will not, by reason thereof, lose his right to recall but will lose future claim in the current lay-off to the job which he has refused to accept.

The Company will provide the Union with a list of former employees who have refused permanent recall.

- 12.24** The former employees to whom such notices are sent and who report ready for work at the time and place stated in the notice, shall be rehired in accordance with their respective seniority. The Company may fill any available jobs on a temporary basis pending the rehiring of those having recall rights. The Company shall not be required, however, to rehire at any time any former employee who shall have failed to report for rehiring in accordance with and at the time stated in any such notice so sent to him.
- 12.25** If a recalled former employee prevented by sickness from reporting to work on the day

specified in his notice notifies the Company in writing on or before such day he shall not, by reason of such inability to report to work, lose his recall rights.

- 12.26** Where a former employee, who has been laid off by the Company and still retains recall rights under the provisions of this Article, contends that his lay-off was in contravention of the provisions of this Agreement or that the Company's failure to recall or rehire him constitutes a contravention of this Agreement he shall be considered an aggrieved employee for the purpose of presenting and processing such contention under the provisions of Article 5 above.

In the event that it should be decided that a former employee's lay-off or the Company's failure to recall or rehire him was in contravention of the provisions of this Agreement and such former employee is not otherwise disqualified, the Company shall reinstate such former employee and pay full compensation at his regular salary for the time lost. Upon such reinstatement there shall be deemed to have been no break in the employee's continuous service.

ARTICLE 13 - WAGES

- 13.01** Effective ~~8 am~~, **March 1, 1992** the Cost-of-Living Allowance of **\$0.55** per hour worked being paid on **February 29, 1992** as an Allowance shall be added in to the wage rates then in effect and effective **March 1, 1992** the Company will apply an increase of three percent to such rates. Such Allowance and increase is included in the wage rates effective **March 1, 1992** set out in Schedule "D" attached.

On **March 1, 1993** the Company will apply an

increase of three percent to the wage rates in effect on February 28, 1993.

13.02 The wage rate scales shall be applied in accordance with the following:

- (a) Newly hired persons do not have to start with the starting rate.
- (b) **All** employees in job Class 6 or less shall receive the next incremental increase in the applicable scale automatically every 6 months. The Company may in its discretion withhold one of the first two incremental increases for at least 6 months of employees in Job Class 7 or higher provided the Company gives any employee whose increase is so withheld written reason for such withholding and such employee may grieve with respect thereto.
- (c) An employee promoted into a vacancy in a job in a higher Job Class shall be paid at least the same wage rate that he was receiving prior to his promotion. If such promotion is to a job in the same occupational stream he shall be paid the next progressive or standard rate whichever is higher.
- (d) If the Company moves an employee into a lower or the same job Class he shall continue to be paid at the same rate he was receiving prior to such move or the standard rate of the class into which he was moved, whichever is the lower.
- (e) If the employee, at his own request, is moved into a lower or the same Job Class, he shall be paid at the starting rate of the Job Class into which he is moved

unless the Company determines that his qualifications are such that he should be paid a higher rate within such Job Class.

- (f) In the event that the Company determines to hire or pay any employee at a wage rate in excess of the standard rate for his job for reasons other than merit, or training as provided for in section 12.18(c), or due to technological change, then the Company shall increase the wage rate paid to every other employee then employed in such job by the amount of such excess over standard.

- 13.03**
- (a) An employee who is temporarily assigned to do the work of another employee in a higher Job Class shall receive an increase equal to one increment above the rate he is presently receiving or the starting rate of such higher Job Class, whichever is greater, for work performed.
 - (b) Time paid for under this provision shall be credited to the employee for the purpose of determining the applicable increment in the event the employee receives a future promotion or temporary promotion to such higher job.

Cost-of-Living Allowance

- 13.04**
- (a) A Cost-of-Living Allowance (the "Allowance") based on the Consumer Price Index (1961 = 100) (the "Index") issued by Statistics Canada will, if applicable, be paid to each employee as hereinafter set out.
 - (b) The First Index shall be the Index issued for the month of **December 1993**.

The Second Index shall be that issued for the month of **March 1994**.

The Third Index shall be that issued for **June 1994**. The Fourth Index shall be that issued for **September 1994** .

The Fifth Index shall be that issued for **December 1994**.

- (c) Effective the pay period immediately following the issuance of the Second Index, the Allowance shall be one (1) cent per hour worked for each zero point three five (0.35) increase by which the Second Index exceeds the First Index.
- (d) The Allowance referred to in paragraph (a) hereof, if any, shall continue until the issuance of the Index for the month of **June 1994** (the "Third Index") at which time the Third Index shall be compared with the Second Index. Effective the pay period immediately following the issuance of the Third Index the Allowance shall be adjusted by one (1) cent per hour worked for each zero point three five (0.35) increase by which the Third Index exceeds the Second Index.
- (e) A similar comparison and adjustment shall be made on the basis of the Index issued every three months thereafter until the issuance of the Fifth Index. No further comparisons and adjustments, and consequently no further Allowances shall be paid on the basis of any Index issued after the Fifth Index.
- (f) If there is a decrease in the Index on the basis of the quarterly comparisons, the Allowance shall be adjusted downwards by using the abovementioned formula, but an employees

applicable wage rate shall not be affected by any downward adjustment.

- (g) The amount of the Allowance in effect at any time shall not form part of an employee's applicable wage rate, and shall not be included for the calculation of vacation pay in excess of the requirements of The Employment Standards Act, 1980 or any amendment thereof.
- (h) No adjustment, retroactive or otherwise, shall be made as a result of any revision which subsequently may be made in any Index.
- (i) The continuance of the Allowance shall depend upon the availability of the Index calculated on its present basis and in its present form.

In the event the Index is not so available the parties shall mutually agree to an alternative equitable arrangement.

ARTICLE 14 - JOBEVALUATION

14.01 The Joint Job Evaluation and Classification Program for Office, Clerical and Technical jobs dated March 1, 1974 (hereafter referred to as 'The Program') is incorporated into this Agreement as Appendix A and its provisions shall apply as if set forth in full herein.

In the event of any conflict between the provisions of the Program and this Agreement with respect to administration of the Program, the provisions of the Program shall prevail.

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

- 14.02** Except as otherwise provided, no basis shall exist for an employee to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.
- 14.03** A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this Agreement as Schedule "E".
- 14.04** The Company will furnish to the Union a list of all incumbents who are red-circled or who have merit rates. Such a list will contain the following:
- (a) Name of employee
 - (b) job title
 - (c) Job class
 - (d) Weekly wage rate
 - (e) Amount of red-circle and/or merit differential
 - (f) Date such red-circle differential and/or merit increase became effective
 - (g) Applicable progressive rate at which red-circle applies.
- 14.05** Except as such red-circle differential may be changed as contemplated by section 14.11, any employee included in the list referred to in section 14.04 above shall continue to be paid during the currency of this Agreement

such red-circle differential for such time as the employee is assigned to the applicable level of the job for which the red-circle differential was established.

- 14.06** If an employee receiving a red-circle differential is promoted to a job of higher job class, a new red-circle differential shall be established if the employee is assigned to an applicable rate level which is less than his current rate.
- 14.07** If an employee receiving a red-circle differential is demoted to a job of lower job class, payment of his differential shall be terminated.
- 14.08** If an employee receiving a red-circle differential is transferred, at the request of the Company, to another job in the same job class, there shall be no change in his differential except as provided in section 14.11.
- 14.09** If such employee referred to in section 14.06, 14.07 or 14.08 is returned to the job for which the red-circle differential was established, the red-circle differential shall be reinstated except as it may have been reduced or eliminated by the provisions of section 14.11.
- 14.10** The progression from one rate to a higher rate classification on a given job shall operate to reduce the red-circle differential by the amount of the progressional increase or to eliminate such differential if it is less than the amount of the progressional increase.
- 14.11** In addition to other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate red-circle differential.

14.12 If during the currency of this Agreement a job is reclassified downward, the incumbent employee's wage rate at the time of such reclassification while he remains in such job shall be held constant ("red-circled") and shall remain so until the new standard rate becomes greater than such wage rate, at which time he shall receive the new standard rate. Subject to the foregoing sentence, the provisions of sections 14.05 to 14.11, inclusive, shall apply to such red-circled jobs and to any red-circled differential being paid in connection therewith.

ARTICLE 15 - PENSION PLAN AND WELFARE BENEFITS

15.01 The employees shall continue to receive the benefits provided under the Company's Office, Clerical and Technical Workers' Pension Plan (District of Sudbury), Appendix "A" hereto and the Plan shall form part of this collective agreement.

15.02 Should any difference arise between the Company or any of the employees or between the Company and the Local Union as to the interpretation, application, administration or alleged violation of the provisions of the aforesaid Pension Plan, such difference shall be settled in accordance with the grievance procedure set out in Article 5 including arbitration.

15.03 (a) All employees who have completed their probationary period shall be entitled to the benefits of the following, all subject to and in accordance with the terms and conditions as set out in this Article, in any

insurance policy issued in respect thereof and in the Plan or program itself or any successor thereof:

- (i) Ontario Health Insurance Plan with Supplementary (semi-private) Plan the benefits of which shall not be less than those of the Blue Cross Supplementary (semi-private) Plan;
- (ii) Blue Cross Plan for Prescription Drugs (35 cent deductible), or drug plan with benefits and procedures at least equivalent;
- (iii) Group Life Insurance Plan with coverage in an amount equal to one and one-half times annual wage rounded up to next \$1,000, with Accidental Death and Dismemberment in like amount;
- (iv) Wage Continuance Program;
- (v) **Effective the first of the month following ratification by the Union members Basic Dental Plan with First dollar coverage, the benefits of which shall be not less than those of the Blue Cross Dental Plan No. 9, Rider 3, based on the 1991 Ontario Dental Association Fee Schedule; effective March 1, 1993 the Fee Schedule for services rendered will be increased to the 1992 ODA Fee Schedule; effective March 1, 1994 the Fee Schedule for services rendered will be increased to the 1993 ODA Fee Schedule.**
- (vi) Major Medical Plan including Vision Care Plan.

The Major Medical Plan includes doctor prescribed hearing aids to a lifetime maximum of \$250.00. The Plan will also provide hospital and medical expenses outside of Ontario not paid by OHIP, subject to and in accordance with the terms and conditions as set out in this Plan, in any insurance policy issued in respect thereof and in the Plan or program itself or any successor thereof.

Effective the first of the month following ratification by the Union members the Vision Care Plan will provide payment to a maximum of **\$250.00**, not more than once every two years per family member, toward the cost of prescription glasses, including frames and lenses, or contact lenses.

If an employee successfully completes his probationary period he shall be reimbursed for all such premiums as he may have paid.

- (b) Notwithstanding the foregoing, student employees who have completed their probationary period are entitled only to:
 - (i) OHIP if not covered by their parent's or spouse's plan or to the extent not eligible for premium assistance;
 - (ii) Group Life Insurance Plan with coverage in an amount equal to the annual wage rounded up to the next \$1,000, with Accidental Death and Dismemberment in like amount;
 - (iii) Wage Continuance Program benefits for a period not in excess of 52 weeks.

If a student employee successfully completes his probationary period he shall be reimbursed for all such premiums as he may have paid.

- (iv) Effective the first of the month following date of ratification the Company will extend coverage to the sons and daughters of employees in full time attendance at college and university under the age of 25 years for Semi-Private Hospitalization, Major Medical Plan, Vision Care Plan, Drug Plan and Dental Plan.
- (c) Effective the first of the month following ratification by the Union members employees who retire as well as current retirees and survivors will be provided with Life Insurance in the amount of \$5,000.
- (d) Effective the first of the month following date of ratification the Company will pay the premiums of the Global Medical Assistance Program (MEDEX) for employees and retirees.
- (e) The Company shall pay 100% of the premiums and costs of the plans and program set out in clauses (a), (b) and (c) during the currency of this Agreement.

In all cases where Government sponsored Plans become available as substitutes in whole or in part for any of such plans or programs, the Company's obligation regarding premium or other costs shall be accordingly changed.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 The Company and Union recognize the importance of lessening the effect of technological change upon the job security and the earnings of any employee who may be demoted from his regular job as a result of such change.

Technological change means the automation of equipment or the mechanization or automation of operations or changes in computer applications or introduction of new equipment which directly results in the manner in which the Company carries out its work.

If technological changes are introduced which result directly in the demotion of an employee, the wage rate of such employee, if he has at least 5 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 12 months and if he has at least 10 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 24 months and if he has at least 20 years of continuous service at the date of the demotion, shall not be reduced during the subsequent 36 months and thereafter such wage rate shall not be reduced by more than one job class. This provision shall not apply in the case of demotions resulting from reasons other than technological change.

If the introduction of the foregoing technological change results in the subsequent demotion of any other employee, the rate of pay of such employee, if he has at least 5 years of continuous service at the date of the demotion, shall not be reduced during the subse-

quent year and thereafter shall not be reduced by more than one job class in any succeeding year up to a maximum of three years from the date of demotion. It is a condition of this section that any such employee:

- (a) shall accept any training in any job classification which is offered to him by the Company unless there are reasonable grounds for his declining and such training shall be offered with due preference to seniority;
- (b) will be deemed to be an applicant for any job vacancy which is posted in his department for a job the rate for which is higher than the rate of his actual job classification at the time of posting and if he is named as the successful applicant for any such job and refuses to accept the promotion, he shall cease to be entitled to the benefits of this section;
- (c) if he applies pursuant to section 12.08 of this agreement for transfer to a job in a lower job classification and he is transferred as a result of his request, he shall cease to be entitled to the benefits of this section.

If such technological changes are to be introduced, the Company will notify the Local Union, as far in advance as possible but at least 90 days prior to the proposed date of introduction, of the nature of the change, the proposed date of introduction of the change and the number and classification of employees likely so to be affected.

The Company will provide such reasonable

amount of on-the-job training which shall be not less than 6 months provided training is required, at its expense, where necessary, as will enable an employee affected by such change to acquire the necessary knowledge or skill to retain his job or as will enable any such employee to fill a job, reasonably related to the job from which he has been demoted, in the job class level to which he has been demoted or in an entry level job, in accordance with his seniority rights. Any such demotion shall be made using the procedures set out in section 12.19 of this Agreement.

16.02 The Company and Union shall form a joint Technological Change Committee consisting of not more than two employees from the Union with whom the Company will discuss technological changes which result in the demotion of an employee. Time off work to attend meetings with the Company to discuss technological changes will be without loss in pay.

The Joint Committee will discuss the effects the change may be expected to have on employees.

ARTICLE 17 — SAFETY AND HEALTH

The Company and Union share a mutual concern for the safety and health of employees and recognize that this concern can best be expressed by a joint and mutual effort.

The parties agree that if at any time during the currency of this Agreement either of the parties wishes to discuss improvement of Safety and Health programs

including the structure or function of Safety and Health Committees, the parties will meet to consider any changes that may be appropriate.

17.01 To direct our joint and mutual efforts the Company and Union shall form the following committees:

(a) The **Sudbury** District Safety and Health Committee may meet semi-annually, or at the request of either party. The Committee will be responsible for:

(i) determining and communicating policy and formulating District-wide programs of accident prevention and occupational health as it relates to employees;

(ii) reviewing and evaluating effectiveness of 'Area' wide programs;

(iii) resolving problems not settled at the 'Area' Committees level.

Membership

Union	President Safety and Health Chairman Union Safety and Health 'Area' Committee Chairmen (2) An International Representative of the Union
Company	General Manager Manager Human Resources & Public Affairs Superintendent Safety

As necessary, designees may be appointed to attend Committee meetings.

(b) Safety and Health 'Area' Committees

There shall be two Safety and Health 'Area' Committees:

- (i) Falconbridge-Lockerby 'Area' Safety and Health Committee
- (ii) Onaping 'Area' Safety and Health Committee

Members of 'Area' Committees

Local Union	Company
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One representative from:

Underground	Department Heads (2)
Surface	Safety Supervisor
2 Others	1 Other

Where mutually agreed upon, membership at an 'Area' Company-Union Safety and Health Committee may be changed in order to meet scheduling problems.

Each 'Area' Committee may meet semi-annually, or at the request of either party.

These committees will be responsible for:

- (i) implementing District committee programs;
- (ii) determining 'Area' programs;
- (iii) reviewing and evaluating 'Area' programs;
- (iv) resolving 'Area' problems;
- (v) inspecting and reporting on its respective area

The Committee for such inspections shall consist of:

Local Union
2 CUSH Representatives

Company
Safety Department Representative
Department Supervisor

In addition, at the request of the District Union Safety and Health Chairman, he and/or an employee with special knowledge on a specific problem may also join the inspection.

Each 'Area' Inspection Committee will meet and inspect on a monthly basis:

1. a surface area, and
2. an underground area

It may not be practical for an 'Area' Inspection Committee to inspect monthly and in such cases the 'Area' Inspection Committee will determine its meeting schedule.

There shall be two inspections in the Onaping 'Area' and two inspections in the Falconbridge-Lockerby 'Area', totalling four inspections at Sudbury Operations during a month.

The inspecting committee will, following the physical inspection, discuss its findings and mutually concur on the report.

- (c) Each of the Local Union and the Company will select a Co-chairman for each committee. Each Co-chairman will provide an agenda for each meeting and act as chairman of alternate meetings.
- (d) No member of any of the safety committees set out in (a) and (b) above shall suffer any

loss of pay as a result of their absence from work while attending meetings of such committees.

- (e) The Company will pay a travel allowance pursuant to the current rates to a member of the Sudbury District Safety & Health Committee who is required to use his personal transportation to travel to any meeting of such Sudbury District Safety & Health Committee. The travel allowance payable will be one-way trip only from his permanent work location to the location of the meeting should the employee not return to work after the meeting. If the employee does return to his permanent work location after the meeting, he will be paid a return trip travel allowance from his permanent work location to the location of the meeting.

17.02 The existing safety devices and practices of the Company for the purposes of protecting employees from injury, accident and unhealthful conditions of work during their work hours shall be continued, subject to change as the Company may from time to time determine to be advisable. Each employee has the right and obligation to report unsafe conditions and practices to his immediate supervisor.

17.03 The Company shall provide the Union Co-chairman of the 'Area' Safety and Health Committees with a copy of the monthly list of accidents including non-injury accidents involving employees and lists of employees applying for Workers' Compensation Benefits.

- 17.04** The President of the Local Union or his designee shall be notified as soon as possible of any fatal accident involving an employee in order that the President or his designee may be accompanied to the site of such accident.
- 17.05** If new Ontario Government legislation is promulgated that effects this Article 17, Safety and Health, the parties will meet to implement any changes as required by such legislation, provided however that such changes do not result in the duplication of existing procedures agreed to by the parties.
- 17.06** The Company will grant three days' leave with pay per month to the Union Safety and Health Chairman, or his designee, to serve Local Union purposes for direct interest of the Company's employees at Sudbury Operations.

ARTICLE 18 — UNION SECURITY

- 18.01** The Company shall during the life of this Agreement deduct as a condition of each employee's continued employment, from the pay cheque due in each pay period to each such employee, a sum equal to Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution and remit the same prior to the 10th day of the month following the month in which such deductions are made, to the International Treasurer of the Union. The Company shall, at the time of making each such payment to the International Treasurer of the Union, name the employees from whose pay such pay-

ments have been deducted.

- 18.02** (a) The following shall govern the deduction of dues in any pay period from the pay of anyone transferred to or out of the bargaining unit covered by this Agreement: If such employee is employed in an office, clerical or technical job for a majority (at least 2) of the days or shifts worked by him in any pay period, then the Company shall deduct the aforesaid Union dues from a pay cheque for his work done in such period and remit the same as aforesaid; if an individual or employee is employed for equal periods of time in any pay period in a bargaining unit and non-bargaining unit job, he shall have deducted from his pay cheque an amount equal to one-half the applicable dues deduction of each Union for the pay period and such deduction shall be remitted to the appropriate Union.
- (b) Apart from the foregoing, if any employee is employed in the bargaining unit for at least 2 days or shifts in a pay period, the Company shall deduct said Union dues from a pay cheque for his work done in such period and remit the same as aforesaid.
- (c) If an individual is employed casually in the bargaining unit, the Company shall deduct said Union dues from his pay cheque for work done in a pay period and remit the same.

If an individual who has been casually employed by the Company becomes employed with no break in service between his casual employment and permanent hire, his seniority date shall be

the date he commenced his most recent casual employment with the Company.

ARTICLE 19 — GENERAL

- 19.01** There shall be no solicitations of membership in any union organization or collection of union dues or any union activity in any of the Company's buildings or anywhere within the fenced area enclosing the Mines and the Plants. This clause shall not be construed to prevent employees from engaging in casual conversation relating to Union affairs.
- 19.02** The Company shall provide the Union with adequate bulletin boards in prominent places for the posting of Union notices and bulletins approved in advance by the Company.
- 19.03** Subject to 19.02, and with prior approval of the Company, bills, bulletins, newspapers, handbills or other documents may be posted or distributed within any Company building or anywhere within the fenced area enclosing the Offices, Mines and Plants of the Company by the Union or by any employee.
- 19.04** The Company agrees that meetings every six months between members of the Union executive and a Union Staff Representative and top members of local management, including the General Manager, would be beneficial to the betterment of the relationship between the parties. The Company will grant time off without loss in pay for those members of the Union Executive to attend the meeting and such time off will be considered as time worked.
- 19.05** Humanity Fund
The Company will deduct monthly, from

each employee an amount of 1 cent for every hour worked and will remit the amounts deducted to the Union. No deductions will be made from employees who opt out of contributing to the fund when the Union informs the Company of such opting out. The Company will provide the Union with information on hours worked and total deductions.

19.06 Nickel Price Bonus

The Company will, commencing April 1, 1989, pay quarterly, a nickel price bonus based on hours worked provided the Company is profitable. The nickel bonus is based on average price realized for sales of refined nickel in all forms for the quarter using the formula wherein the price received of \$2.25 US per pound provides 10 cents Canadian per hour and every one cent US per pound increase provides one cent Canadian per hour.

Profitability of the Company is the consolidated earnings in the period before extraordinary items.

The following table illustrates the nickel bonus in cents per hour Canadian that will be generated by the selling price expressed in US dollars per pound:

Selling Price (US \$)	Cents/Hour (Canadian)	Selling Price (US \$)	Cents/Hour (Canadian)
2.25	0.10	5.25	3.10
2.50	0.35	5.50	3.35
2.75	0.60	5.75	3.60
3.00	0.85	6.00	3.85
3.25	1.10	6.25	4.10
3.50	1.35	6.50	4.35
3.75	1.60	6.75	4.60
4.00	1.85	7.00	4.85
4.25	2.10	7.25	5.10
4.50	2.35	7.50	5.35
4.75	2.60	7.75	5.60
5.00	2.85	8.00	5.85

The Company agrees to pay the nickel bonus to employees who are absent from work but are nevertheless paid and such time is considered as time worked, e.g. leave for stewards time off, Pay Equity, Joint Job Evaluation, Safety and Health, President's leave under section 11.11, etc..

ARTICLE 20 - FURTHER CONFERENCES

20.01 Either party to this Agreement may require the other party to enter into negotiations for the renewal of this Agreement on 10 clear days notice given to the other party within the period of 3 months immediately prior to its expiry date. Such negotiations shall be held at Sudbury, Ontario.

ARTICLE 21 - TERMINATION

21.01 This Agreement shall become effective at 8 a.m. on the day following the date of ratification by the Union members of the terms of the Company's offer dated June 12, 1992, unless expressly stated herein to the contrary, and shall terminate at 8 a.m. on the 28th day of February 1995.

Any provisions of this Agreement altering the provisions of the Agreement dated **October 16, 1990**, shall not become effective until the day after the date of ratification, unless so stated herein.

IN WITNESS WHEREOF the Company has caused its corporate seal to be affixed under the hands of its proper officers in that behalf, and the officers of the Union and the bargaining committee of the Local Union have hereunto set their hands and seals on behalf of the Union and on their own behalf.

EXECUTED at Falconbridge Ontario on the 1st day of October 1992.

FALCONBRIDGE LIMITED

J.E. Belford
President and General Manager

R.O. Laine
Director Human Resources
and Public Affairs

D.W. Mills
Personnel & Labour Relations
Superintendent

C.F. Murray
Manager Employee Relations

M. Nasmyth
Metallurgical Engineer

S.B. Flewelling
Director Mines Technical Services

UNITED STEELWORKERS OF AMERICA

for itself and also on behalf of each and every
employee of the Company on whose behalf the
Agreement has been made.

J.H. Leore
President

V. Johnston
Committee Member

H. Ransom
Committee Member

T. Smulski
Committee Member

M. Zajac
Committee Member

R. MacDonald
Regional Representative

SCHEDULE "A"

Classification of Employees Excluded from the Bargaining Unit

1. Senior Surveyors
2. Employees in the Personnel Department
3. Employees in the Industrial Relations Department
4. All Secretaries in the Division Office of the Edison Building
5. Control Assistant to Management
6. Property Agent Sudbury
7. Historian
8. Professional Engineers
9. Secretaries to the Manager, Assistant Managers, Chief Accountant and General Superintendents
10. One Secretary or Clerk selected by the Company in each of the Falconbridge Mines Department, the Falconbridge Services Department, the Onaping General Office, the Strathcona Mines Department, the Falconbridge Plants Office, the Fecunis Building
11. Storekeeper at Falconbridge
12. Plants Office Supervisor
13. Accountant, Sudbury Operations
14. Stores Accountant
15. Work Study Leaders

SCHEDULE "B"

Rules Governing Proceedings of Grievance Commissioner

1. The parties when referring a grievance or direct difference to the Grievance Commissioner shall also provide him with a summary of the facts agreed to or in dispute, the respective positions of the parties and, in the case of a grievance, the written grievance at Stage Two and the decision of the management representative of both Stage Two and Stage Three or, in the case of a direct difference, the written notice specifying the complaint and the written reply.
2. The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten working days before the commencement of the hearings of the Grievance Commissioner.
3. The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
4. The Grievance Commissioner must render his decision in writing without reasons to both parties within ten working days of the conclusion of the hearings. Upon request by either party after his decision has been rendered the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of his decision.

SCHEDULE "C"

Rules of Arbitration

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement at Falconbridge, Ontario.
2. In any arbitration the written representation of the employee made at Stage Two and the decision, if any, of the Company at Stage Three of the grievance procedure (or in the case of a difference directly between the Company and the Union the written submission by the party initiating the discussion of the difference and the written reply, if any, thereto of the other party) shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine the witnesses of the other party and to present oral arguments. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. If briefs are to be filed, such briefs and replies, if any, shall be filed within such times as may be specified by the arbitrators. A copy of any brief or reply shall be delivered to the other party forthwith after filing.
4. Witness fees and allowances shall be paid by the party calling the witness.
5. Each party shall pay the fees and disbursements of its own nominee on the board of arbitrators and each party shall pay one-half the fees and disbursements of the Chairman thereof.
6. No costs of any arbitration shall be awarded to or against either party.

7. The award of the arbitrators shall be given within a period of 15 working days after the close of the hearings.

SCHEDULE "D"

WAGE TABLE

EFFECTIVE MARCH 1, 1992

JOB CLASS	2	1	STANDARD
1		\$590.18	\$610.92
2		\$610.92	\$632.08
3		\$632.08	\$653.24
4	\$632.08	\$653.24	\$674.39
5	\$653.24	\$674.39	\$695.55
6	\$674.39	\$695.55	\$716.70
7	\$695.55	\$716.70	\$737.86
8	\$716.70	\$737.86	\$759.03
9	\$737.86	\$759.03	\$780.18
10	\$759.03	\$780.18	\$801.34
11	\$780.18	\$801.34	\$822.50
12	\$801.34	\$822.50	\$843.65
13	\$822.50	\$843.65	\$864.81
14	\$843.65	\$864.81	\$885.98
15	\$864.81	\$885.98	\$907.13
16	\$885.98	\$907.13	\$928.29
17	\$907.13	\$928.29	\$949.44
18	\$928.29	\$949.44	\$970.61
19	\$949.44	\$970.61	\$991.77

SCHEDULE "E"

Job Class	JobTitles and Classifications
4	Clerk-Typist II Word Processing Machine Operator
5	Receptionist - Telephone Operator Secretary II
6	Records Clerk - Plants Input/Output Control Clerk Operations Data Clerk Word Processing Operator II Geology Clerk Secretary II
7	Safety Clerk
8	Warehouseman I Draftsman Trainee Librarian Technical Assistant industrial Engineering Clerk II
9	Maintenance Clerk Shipper - Receiver Technical Assistant - Lab. Warehouseman II
10	Department Clerk Technician I - Instrumentation
11	First Aid Security Attendant Draftsman I Mine Survey Instrument Man Payroll Clerk II Surface Survey Instrument Man Technician I - Mechanical Technician I - Met Research Technician II - Mine Engineering

Job Class	Job Title
12	Chemist I Custom Feed Technician Mill Clerk II Payroll Clerk III Stores Cataloguer Ledgerkeeper Technician II - Geology Technician II - Smelter Transportation Clerk
13	Technician III - Met Research Technician III - Mine Engineering Technician III - Mill Technician III - Environment Technician III - Smelter Technician III - Ventilation Warehouseman III
14	Backfill Technician Geologist I Maintenance Planner Occupational Hygiene Analyst Occupational Hygiene Technician Sales Tax Leader Senior First Aid Security Attendant Technician II - Instrumentation Mine Surveyor Chemist II Engineer I Technician III - Industrial Engineering

Job Class	job Title
15	Buyer Cost Control Analyst Draftsman II Technician III - Environment Technician III - Instrumentation Technician III - Metallurgical Projects Technician IV - Mine Engineering Technician IV - Ventilation Technician IV - Mine Environment
16	Accountant - General Assistant Paymaster Falco Plants Chief Clerk Programmer II Technician IV - Instrumentation Technician IV - Maintenance Planning Safety Advisor Methods Analyst Construction Planner Chemist III Technician IV - Equipment Custom Feed leader Technician III - Met Services
17	Design Draftsman Geologist II Technologist Projects Planner
18	Chemist IV
19	Chief Draftsman

SCHEDULE "Q"

June 1, 1992

Mr. J.H. Leore
United Steelworkers of America
Local 6855
92 Froot Road
Sudbury, Ontario
P3C 4Z4

Dear Sir:

Listed below are the letters to be printed in the Collective Agreement. The Company agrees that the matters set out below will be adhered to during the currency of this Collective Agreement.

- I Hot Meals
- II Transportation
- III Pre Christmas Time Off
- IV Employees Off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits
- V Letter of Agreement re Contracting Out
- VI **Temporary Work and Filling of Job Vacancies By Transfer Before Job Posting**
- VII Estoppel
- VIII Pension Plan
- IX Equipment
- X Rest Periods
- XI Shift Limit Times
- XII Welfare Benefits For Pensioners
- XIII Alcohol and Drug Abuse Program
- XIV Service
- XV Staff Representatives Serving as Nominees to Boards of Arbitration
- XVI Leave of Absence for Political Office
- XVII Payment for Union Representatives' Time to Attend Company/Union Meetings

XVIII	Travel Allowance
XIX	Working Days
XX	Merit Increases
XXI	Video Display Terminal Operators
XXII	Christmas Gift
XXIII	Single Arbitrator vs Board of Arbitrators
XXIV	Article 12.07 - Laid Off Former Employees and Temporary Work
XXV	Article 14 -Joint Job Evaluation
XXVI	Tests

- Note: 1** **Letters VIII, which was contained in the 1989 Collective Agreement, re “Pension Plan” and a letter re “Section 19 Pensions, Final Offer Dated April 26, 1989” has been deleted.**
- 2** **Letter XXVI, which was contained in the 1989 Collective Agreement, “Pay for Union’s Pay Equity Committee” has been deleted.**

Yours truly,

D.W. Mills
Personnel and Labour
Relations Superintendent

I Hot Meals

If an employee is requested to work overtime in excess of one hour immediately after his shift he shall be allowed one-half hour at normal meal time for a hot meal which the Company will provide, if practicable. If it is not practicable to provide a hot meal the Company will provide a cold meal. Every 4 hours thereafter the Company will supply a lunch and hot beverage. Time allowed to eat a meal or lunch shall be considered as time worked.

II Transportation

If the Company requires an employee to come in prior to his regular starting time, to remain on the job after his regular quitting time or calls him out to work at a time other than his scheduled working time and such employee is unable to provide his own transportation, the Company shall provide him with the requisite transportation.

III Pre-Christmas Time Off

The Company will grant all employees (except those whom the Company requires to remain at their jobs such as First Aid Attendants and Safety inspectors) time off from 2 p.m. on the day before Christmas without any loss in pay. Where Christmas falls on a Sunday or Monday the time off will be on the immediately preceding Friday.

IV Employees off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits

With respect to the concerns the Company and Union have about employees off work in excess of **104** weeks and in an endeavour to return such employees to work or otherwise provide meaningful work, the following sets out our understanding of the agreement which we have reached today with you concerning the foregoing:

- 1 Following at least **104** weeks during which an employee is in receipt of benefits under the Company's Wage Continuance Program or Workers' Compensation Benefits, the Company will place such employee on the inactive employee list.

- 2 (a) An employee on the inactive employee list who, in the opinion of a duly qualified medical practitioner, becomes fit to return to his regular full duty job, provided it then exists, shall present himself to the Company's medical director or his designee who, if he concurs with the other medical opinion, shall arrange with Personnel to have the employee return to such job or to another job for which he is qualified by using the provisions of section 12.19. Should the Company's medical director or his designee not concur with the other medical opinion the Medical Director may request an independent medical opinion from another physician.
- (b) In the event such an employee is unable to return to his regular employment but is able to return to employment, the Company will endeavour to provide such employee with work he is able to perform.
- 3 (a) Subject to the provisions in article **1.22(c)(iv)** of the O.C.T. Pension Plan Document, individuals in receipt of Long Term Disability or Workers' Compensation benefits in excess of **104** weeks will receive continuous service (as defined in section **12.02(b)** of the collective agreement except as part **(iv)** thereof is modified by the provisions herein contained) for pension purposes up until either their return to work or their date of retirement.

(b) Article 1.22(c)(iv) of the O.C.T. Pension Document will be amended in accordance with the above point #3(a).

- 4 The Company will pay the cost of the premiums for the Dental Plan, the Drug Plan, Semi-private Hospitalization and Group Life Insurance for all employees then in receipt of Long Term Disability benefits or Workers' Compensation benefits.
- 5 An employee on the inactive list may grieve only on matters relating to his return to work; his entitlement to benefits under section (4) above; seniority, other than for job posting; demotions and layoffs which occurred during his time on the inactive list which affected him; the termination of his employment; pension calculations.
- 6 Employees placed on the inactive list after **104** weeks of Wage Continuance Program benefits will no longer have vacation pay off-set from Long Term Disability earnings.

V Contracting out

This will confirm our understanding with respect to issues involved with contracting out.

This letter supplements Article 2.03 of the **Collective Agreement**.

During the course of negotiations, the Union expressed its many concerns to the Company about the contracting out of **work** which could be preformed by bargaining unit employees. The Company stated that it could not abide by a total prohibition on contracting out of work.

The Company agreed to recall former employees with recall rights and to promote employees who had been demoted before it contracted out work of a duration of 14 days or longer. The Union requested assurances that in times of expansion or employee attrition, the Company would post vacancies, attempt to fill them and train or hire new employees before it contracted out work. The Company perceived that such provision in the Collective Agreement could result in a total prohibition on contracting out work, which is the circumstance the Company has maintained it cannot live with.

The purpose of this Letter of Agreement, therefore, is to commit to the Union that apart from the design and construction phase of major capital projects when the Company is expanding its operations, it will ensure to have work normally performed by bargaining unit employees performed by them and will post vacancies as required and if there are no successful candidates, it will hire new employees into the bargaining unit to do the work.

it is understood that if there is no satisfactory qualified person available for hire, the Company may contract out work until it can hire a new employee.

Signed this of , 1992.

Falconbridge Limited

United Steelworkers of
America

D.W. Mills

J.H. Leore

VI Temporary Work and Filling of Job Vacancies By Transfer Before Job Posting

The Company expressed to the Union its concerns over the multiplicity of **job postings** that are often required to fill a vacancy and the lengthy time required before employees are released to move to jobs for which they are the successful applicants.

In order to attempt to address the Company's concerns the Company and Union agree to the following on a trial basis only for the period from January 1, 1993 to the expiry of the Collective Agreement notwithstanding the definition of temporary set out in sections 12.07, 12.08(a) and (b), 12.09, 12.10, 12.13, and 12.22 of the Collective Agreement:

- 1 Employees may transfer from the Falconbridge Area to the **Onaping** Area or to the **Lockerby** Area or vice versa or within an Area to a different work location to the same job.

Should a temporary vacancy occur in a job into which an employee wishes to transfer, the Company shall transfer the senior employee who has a transfer application on file provided he has the ability, knowledge, training and skill to fulfill the normal requirements of the job.

The Company will establish a "transfer window" period from November 2nd through November 27th, 1992 during which employees, except newly hired employees, may submit to the Company their application to transfer. A copy of each transfer application will be provided

to the Union at the end of the transfer window period.

- 2 For temporary vacancies of up to 9 months the Company shall, instead of posting a vacancy on the bulletin boards, give full consideration and due preference to employee applications for transfer.

If there are no transfer requests on file from employees who can fulfill the normal requirements of the job the Company will promote the senior employee from the next lower job class in the line of progression from within the manager's group in which the vacancy occurs who has the ability, knowledge, training and skill to fulfill the normal requirements of the job provided such employee wishes to accept such promotion. If the senior employee declines such temporary promotion the Company shall promote the next senior employee from the same job class who has the ability, knowledge, training and skill to fulfill the normal requirements of the job and so on until such temporary vacancy is filled.

Subsequent vacancies which may occur as a result of the foregoing will be filled in the manner as above set forth until such time as the Company determines there are no further vacancies to be filled or until such time as there are no employees qualified to fulfill the normal requirements of the job at which time the Company may hire an individual for the duration of the temporary vacancy. Upon completion of the temporary vacancy the individual hired temporarily as an employee will have his

employment terminated and will have no right of recall. Individuals hired temporarily hereunder will receive an O.C.T. rate of pay and will pay Union dues but will acquire no job posting rights and receive no benefits coverage.

- 3 Prior to posting a permanent job vacancy or a temporary vacancy in excess of 9 months, the Company shall give full consideration and due preference to employee applications for transfer. Should a permanent vacancy or a temporary vacancy of greater than 9 months occur in a job into which an employee wishes to transfer, the Company shall transfer the senior employee who has a transfer application on file provided he has the ability, knowledge, training and skill to fulfill the normal requirements of the job before a job posting is placed on the bulletin boards under 12.08 (a).

A newly hired employee must attain one years' seniority before being eligible to transfer from one Area to another.

VII Estoppel

The Company will not use Article 12.03 (e) of the Collective Agreement to register a preliminary objection of estoppel in an arbitration case regarding the termination of an employee on the inactive list covered by Letter #4, Schedule Q.

Note: (The provisions of item **I** to **VII** both inclusive, shall be subject to the grievance procedure, including arbitration, of the Collective Agreement.)

VIII Pension Plan

The Parties agree that the pension Plan will be revised to reflect the changes agreed upon during negotiations as outlined in Appendix "A". The Parties agree that in the event the Plan is not registrable with either the Ministry of National Revenue or the Pension Commission of Ontario, they will meet to negotiate a revision to the Plan, the terms of which will enable the Plan to be accepted again by the Minister or the Commission or both, for registration for the purposes of the Income Tax Act of Canada or the Pension Benefits Act.

Appendix "A"

Pension Improvements

Articles:

- 1.22** Amend to reflect changes to Schedule Q Letter IV.
- 6.3** If a member retires **on** or after January 1, 1992 and has an eligible spouse on his retirement date, the pension shall be paid for a minimum of 5 years and as long thereafter as the member survives, with **66-2/3** percent payable to the surviving spouse.
- 9** If a member dies on or after June 1, 1992 his surviving spouse shall be entitled to receive a death benefit equal to the commuted value of the pension accumulated by the member or a monthly pension payable for life in an amount equal to the **66-2/3** percent of the pension accumulated by the member, whichever is greater.

10 Indexing Reserve

During the life of this Agreement, should the indexing Reserve be insufficient to provide for the full 75% indexing of benefits under the plan, the Company **will** pay the difference to the retirees and survivors out of its general revenues.

12 The Company will amend Section **12.1** to read February 28, 1995.

IX Equipment

Drafting and surveying equipment shall be issued by the Company where required. Similar equipment and tools supplied by the Company to members of its Electrical Department will also be supplied to employees in the Instrumentation Department. The employee shall be responsible for maintaining and returning such equipment to the Company in reasonable condition.

X Rest Periods

It is the Company's policy that employees should, where practicable, have morning and afternoon rest periods not to exceed 15 minutes away from their place of work.

XI Shift Limit Times

For the purpose of section 8.04, the day shift shall be considered any shift that commences at or after 5:00 a.m. and before 1:00 p.m.; the afternoon shift shall be considered any shift that commences at or after 1:00 p.m. and before 6:00 p.m.; the evening shift shall be considered any shift that commences at or after 6:00 p.m. and before 11:00 p.m. and the night shift shall be considered any shift that commences at or after 11:00 p.m. and before 5:00 a.m.

Effective the first of the month following ratification by the Union members the Company will pay the premiums payable under the 35 cent deductible Drug Plan, the Vision Care Plan which provides **\$250** every two years and the Dental Plan equivalent to Blue Cross Plan 9 with rider #3 with the **1991** Ontario Dental Association Bundled Fee Guide for all retirees and for those surviving spouses (as defined in the Pension Plan) of pensioners who retire on or after March 1, 1973. In addition to the foregoing the Company will provide Life Insurance in the amount of **\$5,000 for both the retired member and their spouse**, a **Hearing Care Program** for retirees and their spouses which provides a lifetime payment of **\$250.00 to cover hearing aids as prescribed**, the **Semi-private Hospitalization Plan**, the **Global Medical Assistance Program (Medex)** and will pay the Christmas gift of **\$100.00**

Notwithstanding the foregoing, if such drug Plan is incorporated into OHIP or Pre-paid Drugs, or Semi-private Hospitalization are added to OHIP, or if the premiums for OHIP and for the Semi-private Hospitalization Plan and/or the Drug Plan are reduced or abolished then the Company's obligation to any pensioner or surviving spouse with respect thereto shall be thereupon terminated and, notwithstanding any legislation to the contrary, the Company shall not be required to pay an amount equal to the whole or any part of the premiums for OHIP and/or such Drug Plan and for such Semi-private Hospitalization Plan to or for the benefit of any pensioner or any surviving spouse thereof.

XIII Alcoholism and Drug Abuse Program

This will confirm the Company and Union's intention to continue the Alcoholism and Drug Abuse Program at Sudbury Operations.

The Company and Union believe that by recognizing alcoholism and drug abuse as an illness, employees will be encouraged to come forward for assistance and treatment. Supervisors, representatives of the Union and employees are urged to encourage those who have or are suspected of having alcohol or drug problems to obtain medical assistance, advice and treatment.

The Company and Union believe that every reasonable means should be used to rehabilitate an employee and restore him to normal health and productivity. To this end, the Company and Union Committee which has been established to jointly administer this policy will be continued.

XIV Service

The Company agrees that for the purposes of Article 10 of the Collective Agreement, the Wage Continuance Program and the O.C.T. Pension Plan, but not for the purpose of the application of the progressive steps provided in the Wage Rate Scales set out in Schedule D to the Collective Agreement, it will regard the period during which an O.C.T. Bargaining Unit employee was laid off as a direct consequence of the strike of our Production and Maintenance employees commencing August 21, 1975 and ending November 3, 1975 as "service" or "continuous service" notwithstanding section 12.02 (b) (ii) of such Agreement.

XV Staff Representatives Serving as Nominees to Boards of Arbitration

Staff Representatives of the Union may serve as nominees to Boards of Arbitration provided that such Staff Representative has not participated in the presentation of the grievance at any stage of the grievance procedure.

XVI Leave of Absence for Political Office

The Company will grant an employee who is elected to a political office at the municipal, provincial or federal level, a leave of absence without pay if required for the term of his election. While in office, the employee will not accumulate seniority, service or pension credit.

XVII Payment for Union Representatives' Time to Attend Company/Union Meetings

When it would be mutually beneficial to the Company and the Union to hold a meeting to discuss matters of common concern, the Company will grant time off without loss in pay for up to five representatives of the Union for time absent from work to attend such meeting and such time off will be considered as time worked.

XVIII Travel Allowance

The Company will, in accordance with its policy, pay a travel allowance pursuant to the current rates to employees who are temporarily assigned to work in a job location other than their regular job location and who are required to provide their own means of transportation from their permanent residences to their new job location.

Employees assigned to a new job location for a period in excess of four weeks are considered to be permanently assigned and will not receive the travel allowance.

Notwithstanding the immediately preceding paragraph, employees required to provide their own means of transportation for the purpose of attending in-house Company training programs in the Sudbury District will be eligible to receive the travel allowance for the duration of the training program

The Company will inform the Union of any changes made to the schedule.

XIX Working Days

For the purposes of the **1992** Collective Agreement “working days” shall not include Saturdays, Sundays, or Paid Holidays.

XX Merit Increases

The Company will review on an annual basis any merit increases given to employees to determine whether or not the reasons for which the merit increase was given are still valid.

XXI Video Display Terminal Operators

The Company agrees to provide a 10 minute rest period for each continuous hour worked by video display terminal operators. It is to be understood that the 10 minute rest period is non-cumulative and is to be taken after each hour worked at a location away from the video display terminal. Coffee breaks and lunch periods will be used to cover the 10 minute rest period.

Prior to beginning work in a job where video

display terminals are used, Occupational Health will arrange for vision testing by an Optometrist and thereafter vision testing by an Optometrist will be done annually. Where an employee has special concerns, Occupational Health will arrange for testing. The Company will pay for the cost of an eye examination and any special glasses as a result of using the video display terminal.

Upon confirmation of pregnancy, those employees who operate video display terminals shall be given the option of transferring to other suitable work should other work be available for which they are qualified. The Company and Union shall discuss the relocation of such employee and such discussions shall include seniority considerations and the wishes of other employees.

XXII Christmas Gift

The Company will make a gift of \$100.00 each Christmas to each employee hired before the first day of September of the year in which the Christmas falls.

XXIII Single Arbitrator vs. Board of Arbitrators

During discussions for the renewal of the 1986 Collective Agreement the Union expressed its dissatisfaction with the Board of Arbitrators being used almost exclusively as the forum for hearing arbitrations due to cost considerations and delays inherent in the procedure.

The Company agreed with the Union's concerns and furthermore agrees to use the Single Arbitrator procedure as set out in section 5.13 of the Collective Agreement as the

preferred procedure in the majority of cases.

XXIV Article 12.07 - Laid Off Former Employees and Temporary Work

During discussions at negotiations concerning temporary work the Company informed the Union it recognized violations of Article 12.07 had occurred during the currency of the 1986 Collective Agreement in that the 23 days had been exceeded without there being mutual agreement between the parties.

In order to resolve the concerns raised by the Union the Company will undertake to commit to paying due diligence to the intent of the language of Article 12.07 and to seek the agreement of the Union should the temporary work exceed 23 days.

Furthermore the Company agrees that laid off former employees with recall rights who are willing and qualified to do temporary work shall be given prior consideration and due preference for such work before any individual is hired to do such work.

XXV Article 14, joint Job Evaluation

In order to ensure the Joint Job Evaluation Program is interpreted and applied in the manner intended and to ensure the effectiveness of the Program the parties agree to each appoint two representatives, knowledgeable and experienced in the use of the Program, who will review the Program and set out interpretive guides. While the work of the Review Committee is ongoing, the Evaluation Committees will continue their work. Upon completion of the review, the Evaluation Committees will continue their work using the

newly established guidelines.

The Joint Job Evaluation Program and the SES Programs used for Pay Equity purposes will continue to be used by the parties to evaluate new or changed jobs.

The Company will pay the wages and benefits of the two Union employees while serving on the Review Committee. The work of the Review Committee is to commence no later than 30 working days from the date of ratification and is to be concluded within 30 working days. Continuous service and seniority would accrue for Union Committee members during the review of the Program.

XXVI Tests

Where the Company requires applicants for a job vacancy to undergo a test, such test will be administered in such a manner and circumstance to provide an objective evaluation of all applicants.

Tests are to be objective and relevant to the job posting which has been placed on the bulletin boards. Applicants shall be informed of their test results and where results indicate counselling is required for self improvement purposes, such counselling will be provided by the Company.

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