

1995

**OFFICE ~~CLERICAL~~ AND
TECHNICAL
EMPLOYEES
COLLECTIVE
AGREEMENT**

Between

FALCONBRIDGE LIMITED
(the "Loinpariy")

and

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

00179 (05)

TABLE OF CONTENTS

Article 1	- Recognition	1
Article 2	- No Discrimination	2
Article 3	- Management	5
Article 4	- No Cessation of Work	5
Article 5	- Adjustment of Grievances	6
Article 6	- Discharge	23
Article 7	- Hours of Work	25
Article 8	- Overtime, Sunday and Shift Premiums, Standby Pay, and Gall-In Pay	28
Article 9	- Holidays	33
Article 10	- Vacations	36
Article 11	- Leave of Absence	44
Article 12	- Seniority	52
Article 13	- Wages	82
Article 14	- Job Evaluation	88
Article 15	- Pension Plan and Welfare Benefits	92
Article 16	- Technological Change	97
Article 17	- Safety and Health	101
Article 18	- Union Security	108
Article 19	- General	109
Article 20	- Further Conferences	112
Article 21	- Termination	112
Schedule "A"	- Classification of Employees Excluded from the Bargaining Unit	115
Schedule "B"	- Rules Governing Proceedings of Grievance Commissioner	116
Schedule "C"	- Rules of Arbitration	117
Schedule "D"	- Wage Rate Scales	119
Schedule "Q"	- Letters	124

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, colour, sex, nationality, ancestry, place or origin, political opinions, family status, **ethnic origin, citizenship, sexual orientation, age, or marital 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 contractors 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 at 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.

5.04 (ii) 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 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 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 of 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 determining discipline for subsequent infractions of a like nature if, after three

calendar months, there is no repetition of such offence.

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, anti

- (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 provide

- (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 "Flextime."

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 outlined 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 Flextime.

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 un 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.

Employees may bank the premium part of overtime hours worked to a total of 48 hours in a year. Banked time not taken by year end will be paid out.

- 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 **until such time as they have returned and worked in the**

bargaining unit for the same number of shifts they were excluded from the bargaining unit to a maximum of 5 shifts unless all of those employees who normally perform the work within the first line supervisor's group decline or are excused from working overtime.

8.03 Effective March 1, 1995 employees who work between 8:00 a.m. **Saturday** and 8:00 a.m. on the immediately following **Monday** shall be paid a **Weekend** 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 **March 1, 1995**, employees shall be paid an off shift premium of **60** cents per hour for work performed by them during afternoon shift hours and not within their scheduled day, or night shift hours, and an off shift premium of **80** cents per hour for work performed by them during night shift hours and not within their scheduled day or afternoon 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 of 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 certificate 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 16 years of service;
- (d) 5 weeks' vacation shall be granted to employees who have completed 24 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

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 promoted 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 not 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 therefor 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 two hundred and thirty five dollars for each week of Annual Vacation thereafter granted and taken under section 10.01.

(b) An employee who was rehired by the Company as a result of being recalled following his lay-off pursuant to section 12.18 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 reason.; 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) The Company shall grant a total of **44** weeks of leave of absence **consisting of** not more than **26** weeks maternity leave and **18** weeks parental leave without pay to a pregnant employee who has completed her probationary period. If at the conclusion 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. **In the event that such employee is unable to return to work at the conclusion of the above period of 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 **parental** 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.
- (c) **An employee whose spouse is to give birth or who is adopting a child shall,**

if he wishes a leave of absence, make his request to the Company in writing for such leave at least 2 weeks in advance of the expected date the leave will begin and 4 weeks notice if the date leave is to end is either earlier or later than expected.

A leave granted under this section shall be limited to 18 weeks and the employee may commence such leave no more than 35 weeks after the child is born or comes into custody, care and control of the parent for the first time.

Leave granted will be without pay and the Company may request the employee to submit a certificate of birth for the child.

- (d) The Company will continue benefits coverage for employees on maternity or parental leave of absence.

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 full time leave of absence 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. While on leave of absence the President will be paid at **Job Class 14** plus any applicable Cost of Living Allowance or Nickel Bonus for hours worked. Credited service and seniority shall be maintained and accumulated **for** vacation and pension purposes.

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
- (j) 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 II.

Notwithstanding the foregoing, the seniority date of an individual who has never been in the bargaining unit shall be the date on which he first entered the bargaining unit. The seniority of an employee who was a member of the bargaining unit, returned or was returned to the production and maintenance bargaining unit and subsequently re-enters this bargaining unit shall be the length of time he has been a member of the bargaining unit from the date of such most recent entry, except for the purposes of sections 12.10 and 12.18 only wherein seniority shall not begin to accumulate for 24 months for 12.10 purposes and for 36 months for 12.18

purposes. Upon the completion of such periods of **24 and 36 months** his seniority shall be computed in accordance with the definition thereof set out above.

Notwithstanding the foregoing, for the purposes of section 12.10 **and 12.18** only, the seniority of an employee returning to the bargaining unit from a job excluded therefrom **by Schedule "A" hereto, or by the Ontario Labour Relations Act**, 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 incremental 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, **except for reasons of maternity or parental leave,**

- (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 labour 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. 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 and a **list of overtime worked and declined opportunities.**

(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.
- (7) list of employees and the number of overtime hours worked on a monthly basis.

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, **which shall be handled in accordance with Article 12.08(g-i)**) 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, who wishes to transfer from the Falconbridge Area to the Onaping Area, or to the Lockerby Area, or vice versa, to the same job may file a written application with the Company for such transfer. In the event that a vacancy in such a job occurs in the desired area, which vacancy, but for this provision, the Company would otherwise be required to post, then the Company shall give full Consideration and due preference to such application before posting the vacancy. An employee may not be so transferred from one area to the other 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.

Transfer Windows

The Company will open a transfer window from March 1, 1995, to March 31, 1995, during which employees except newly hired employees, may

submit to the Company their application to transfer. Newly hired employees must complete one year of service before they may apply to transfer. In each successive year during the term of the Agreement, the Company will open a transfer window from January **1st** to January **31st**. Transfer applications submitted in **1995** shall expire on January **31, 1996**, and transfer applications made in each successive year of the Agreement shall expire on the January **31st** date of the year following their submission. A copy of each transfer application will be provided to the Union at the end of each of the transfer windows.

- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.

- (g) For temporary vacancies of between 3 work days and 23 calendar days and for periods of vacation relief to a maximum of 6 weeks duration, the Company shall promote the senior employee in the next lower job class who is able to perform the normal requirements of the job, from the line of progression within the managers group at the location where the vacancy occurs.
- (h) For temporary vacancies of 24 calendar days and longer the Company shall transfer the senior employee from within the Company who has a transfer request on file, who is able to perform the normal requirements of the job.
- (i) Subsequent vacancies which may occur as a result of (g) or (h) will be filled in the manner set forth in the respective clauses.

Should a vacancy as provided for by (h) above remain unfilled, the Company will post a temporary vacancy in accordance with 12.08(a).

Should the vacancy still remain unfilled, the Company shall recall a former employee ~~who~~ is laid ~~off~~ and is able to perform the work providing they have notified the Company they are readily available and are readily available to perform such work.

Should the vacancy still remain unfilled the Company will utilize a temporary employee capable of performing the work.

Upon completion of the temporary vacancy the individual hired temporarily as an employee will have his employment terminated ~~or~~ shall ~~be~~ returned to his former position and shall have no right of recall.

The Company shall inform the Union of the individual hired temporarily, the vacancy for which hired and its anticipated duration.

Individuals hired temporarily hereunder will receive the applicable OCT rate of pay for the job and will pay union dues but will acquire no job posting rights.

Individuals hired from outside the

Company shall receive no benefits coverage while individuals from within the Company shall continue to receive the benefits applicable to their former position.

- (j) 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. Notwithstanding the immediately foregoing sentence the Company and Union may agree to extend the 30 calendar days by an additional 30 calendar days where there are performance concerns raised by either the employee or the Company. 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.

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 airman, 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 **between** :

work days and 23 calendar days and for periods of vacation relief, to a maximum of 6 weeks duration) 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 **shall** inform, **in writing**, 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 considering promotions or transfers to fill vacancies of J.C. 3 or less, the Company shall disregard the experience gained by an employee on temporary promotions or transfers of 23 days or less.
- 12.14** 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.
- 12.15** 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 12.18 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 12.18 shall apply

12.16 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.

12.17 (a) On-The-Job Training Opportunities

The Company **shall**, 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 in **any one year** 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

2.18 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 **8** years of continuous service, be provided with an opportunity to be trained for a period not to exceed **3** 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, to which he is demoted.

- (e) an employee demoted from his job shall, if he has **8** or more years of continuous service, but less than **18** 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, to which he is demoted,

- (9)** an employee demoted from his job shall, if he has **18** or more years of continuous service, be provided with an opportunity to be trained for a period not to exceed **1** year, 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, to which he is demoted.

- (g) Where there are no technical assistant positions in the mine, instrumentation, geology, or met research lines of progression, the Company shall provide training opportunity in each of the above lines of progression for employees who are entitled to 1 year training provided there is an employee junior to them in a technician's position in such line of progression at Job Class 5.

An employee utilizing this provision must continue to participate in and successfully complete the necessary academic and in-house training courses for the Technician I position.

- 2.19 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 12.18.

12.20 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

12.21 If an employee is laid off by the Company pursuant to section 12.18 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 seniority 18 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 an individual for work of an emergency or temporary 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 12.21, 12.22, 12.23, 12.24 and 12.25 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 **and shall confirm such contact 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 12.18, 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 12.22, 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.

- 12.22** Those former employees laid-off whose recall rights have not expired, who have the greatest seniority and who are able to perform the job 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 3

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.

12.23 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.

12.24 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.

- 12.25** 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 a.m., **February 28, 1995** the Cost

of-Living Allowance of **\$0 17** per hour worked being paid on February **27, 1995** as an Allowance shall be added ~~in~~ to the wage rates then in effect and effective **February 28, 1995** the Company will apply an increase of three percent to such rates. Such Allowance and increase is included in the wage rates effective **February 28, 1995** set out in Schedule "D" attached

On **February 28, 1996** the Company will apply an increase of ~~two~~ percent to the wage rates in effect on February **27, 1996**.

3.02 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 **2** 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 **3** 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 **demotes** an employee into a lower Job Class or **transfers an employee to** the same Job Class he shall continue to be paid at the same rate he was receiving prior to such **demotion or transfer** or the standard rate of the class into which he was **demoted or transferred**, whichever is the lower.
- (e) If the employee, at his own request, is **demoted** into a lower or **transferred within** the same Job Class, he shall be paid at the starting rate of the Job Class into which he is **demoted or transferred** 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

training as provided for in section 12.17(c), or due to technological change, **or after March 1, 1997**, due to incremental increases **attained under Pay For Knowledge**, 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.
- 13.04 (a) A Cost-of-Living Allowance (the "Allowance") based on the Consumer Price Index (1986 = 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 1996.
The Second Index shall be that issued for the month of March 1997.
The Third Index shall be that issued for June 1997.

The Fourth Index shall be that issued for September 1997.

The Fifth Index shall be that issued for December 1997.

The Sixth Index shall be that issued for March 1998.

- (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 **zero eight four** (0.084) 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 1997 (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

zero eight four (0.084) 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) Effective the later of February 28, 1998, or the start of the pay period immediately preceding February 28, 1998, the Allowance, if any, in effect after the issuance of the Sixth Index and being paid on February 27, 1998, shall be added in to the wage rates then in effect and the Allowance shall revert back to zero.
- (g) 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 employee's applicable wage rate shall not be affected by any downward adjustment.
- (h) 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 amendments thereof.

- (i) No adjustment, retroactive or otherwise shall be made as a result of any revision which subsequently may be made in an Index.
- (j) 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 - JOB EVALUATION

- 14.01** The Joint Job Evaluation and Classification Program for Office, Clerical and Technical jobs dated March 1, **1995** (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.

- 4.02** 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. 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 differential as of **March 1, 1995**
- (9)** Applicable progressive rate at which red circle **differential** applies.
- 14.05** Except as such red-circle differential may be changed as contemplated by section 14.1' 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.

- 1.09** 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 .
- 1.10** 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.
- 1.11** 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.

Where the parties agree to across-the-board or percentage increases, employees receiving a red-circle differential will be entitled to the across-the-board or percentage increase in the first year of an agreement; however, any subsequent across-the-board increases will be withheld and will be used to reduce or

eliminate the amount of the 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.

5.03 (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;

Only drugs approved by the Ontario Drug Plan will be added to the coverage list. Lifestyle drugs e.g., the "patch" and similar items are limited to once every five years.

Generic drugs are required to be substituted wherever possible.

- (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 1994 Ontario Dental Association Fee Schedule effective March 1, 1996 the Fee Schedule for services rendered will be increased to the 1994 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 the date of ratification the service of chiropractors to be covered to a maximum of \$300.00 per family member for active employees.

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

- (vii) **The Company will proceed with Positive Enrollment and Coordination of Benefits process for all applicable benefits for all active and retired employees.**

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 the probationary period are entitled only to
 - (i) OHIP if not covered by the 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 annual wage rounded up to not less than \$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) 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) Employees who retire as well as current retirees and survivors will be provided with Life Insurance in the amount of \$5,000.
- (d) 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 of 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.

Technological change may occur incrementally; however, such incremental changes may, over time, result in a change 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 ~~or~~, **the Company shall not reduce the employee's rate of pay until the number of months lapsed from the date of such technological changes are**

equivalent to the employee's continuous service, whichever is greater 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 subsequent 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 trialed using the procedures set out in section 12.18 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 program: 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

One representative from:

Underground	Department Heads(2)
Surface	Safety Supervisor
2 Others	■ 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 JHSC 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.

It is understood that the focus of the Area Inspection Committee shall be those areas of the Company where the primary responsibility for the safety condition of the workplace rests with O.C.T. employees. Nothing herein shall be inferred to prohibit the Area Inspection Committee from investigating any work location raised as a concern by an affected O.C.T. employee.

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

The inspecting committee will, following the physical inspection, discuss the 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 travel 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.

- 7.02** 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.
- 7.03** 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.
- 7.04** 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.
- 7.05** 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 the direct interest of the Company's employees at Sudbury Operation

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 their pay cheque due in each pay period to each such employee, a sum equal to Union dues, 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 payments have been deducted.

- 18.02** 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: **the amount of Union dues paid by an employee shall be pro rated based on the time spent in the bargaining unit during the pay period.**

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, 1988, 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 boni to employees who are absent from work but are nevertheless paid and such time considered as time worked, e.g. leave for stewards time off, Pay Equity, Joint Job Evaluation, Safety and Health, Presidential leave under section 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 in Sudbury, Ontario.

ARTICLE 21 - TERMINATION

21.01 This Agreement shall become effective at 8 a.m. on **February 28, 1995**, following the ratification by the Union members of the terms of the Company's offer dated **February 2, 1995**, unless expressly stated herein to the contrary, and shall terminate at 8 a.m. on the **28th** day of **February 1998**

Any provisions of this Agreement altering the provisions of the Agreement dated **June 1, 1992**, shall not become effective until the date after the date of ratification, unless so stated herein

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
FALCONBRIDGE LIMITED

E. Belford
President and General Manager

J. W. Foley
Director Human Resources and Public Affairs

J. W. Mills
Superintendent Employee/Industrial Relations

C. Gregg
Superintendent Utilities

S. Marrs
Superintendent Analytical Services

J. A. Girard
Manager Mining Services

A. M. Lorenz
Director Organizational Development

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

T.M. Smulski
Committee Member

B.W. Hnatiuk
Committee Member

R.A. Champagne
Committee Member

R.A. Lauzon
Committee Member

W. Fraser
Area Coordinator

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 Superintendent?
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

- I. 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 disbursement 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 FEBRUARY 28, 1995

JOB CLASS	2	I	STANDARD
1		767.56	789.80
2		789.80	812.46
3		812.46	834.71
4	812.46	834.71	856.96
5	834.71	856.96	879.62
6	856.96	879.62	901.87
7	879.62	901.87	924.53
8	901.87	924.53	946.78
9	924.53	946.78	969.44
10	946.78	969.44	991.68
11	969.44	991.68	1014.34
12	991.68	1014.34	1036.59
13	1014.34	1036.59	1059.25
14	1036.59	1059.25	1081.50

SCHEDULE "D"
WAGE TABLE
EFFECTIVE FEBRUARY 28, 1996

JOB CLASS	2	■	STANDARD
1		782.91	805.60
2		805.60	828.71
3		828.71	851.41
4	828.71	851.41	874.10
5	851.41	874.10	897.21
6	874.10	897.21	919.91
7	897.21	919.91	943.02
8	919.91	943.02	965.71
9	943.02	965.71	988.82
10	965.71	988.82	1011.52
11	988.82	1011.52	1034.63
12	1011.52	1034.63	1057.32
13	1034.63	1057.32	1080.44
14	1057.32	1080.44	1103.13

SCHEDULE "Q"

February 25, 1995

Mr. J.H. Leore
United Steelworkers of America
Local 6855
2 Frood Road
Aurbury, Ontario
N3C 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.

- Hot Meals
- Transportation
- I Pre Christmas Time Off
- ✓ Employees Off Work After 104 Weeks of Wage Continuance Program Benefits and Workers' Compensation Benefits
- / Letter of Agreement re Contracting Out
- /I **Voluntary Termination of Employment Plan (VTEP)**
- /II Estoppel
- /III Pension Plan
- X Equipment
- < 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 Voluntary Early **Retirement Incentive**
- 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 Pay **For** Knowledge
- XXVI Tests
- XXVII **No** Successful Applicant
- XXVIII Overtime List **(12.06(b))**
- XXIX **Job** Evaluation Committee
- XXX **On** the **Job** Training Opportunity

Yours truly

D.W. Mills
Personnel and Labour
Relations Superintendent

Hot Meals

If an employee is requested to work overtime in excess of one hour immediately after his shift **tic** 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.

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.

I 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 Continuation Program Benefits and Worker Compensation Benefits

With respect to the concerns the Company and the 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 Continuation 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 Long Term Disability benefits or Worker 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 4.1 above; seniority, other than for job posting; demotions and layoffs which occurred during his time on the inactive list which affected his termination of his employment; pension calculations.
6. Employees placed on the inactive list after 10 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 performed 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 , 1995.

Falconbridge Limited

United Steelworkers
of America

D.W. Mills

J.H. Leore

VI Voluntary Termination of Employment Plan (VTEP)

Employees with 10 or more years seniority who have been permanently laid off and retain rec rights will have the option to terminate employment and receive a VTEP payment.

The VTEP payment will be based on years seniority as of the last day worked.

Seniority	VTEP Payment
10 years	\$15,000
11 years	\$17,000
	(increments of \$2,000 per year)
25 + years	\$45,000

The VTEP payment will be reduced by any legislated separation or severance payments.

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.)

III 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:

- I.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 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.

(C) 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.

(D) 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.

(E) Welfare Benefits For Pensioners

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) and pensioners who retire on or after March 1, 1975; 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 the 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 provide the Christmas gift of \$100.00.

Notwithstanding the foregoing, if such drug Plan is incorporated into OHIP or Pre-Paid Drugs, and 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.

III Alcohol 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.

IV 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 employee 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.

VIII 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 Voluntary Early Retirement Incentive

In the event of downsizing or job loss i restructuring to minimize the number of layoff: the Company will offer the \$15,000 VTEI payment to long service employees who ar eligible for regular early retirement under th terms of the OCTW Pension Plan.

XXI Video Display Terminal Operators

The Company agrees to provide a 10 minut rest period for each continuous hour worked b video display terminal operators. It is to b understood that the 10 minute rest period is nor cumulative and is to be taken **after** each hou worked at a location away from the video displa terminal. Coffee breaks and lunch periods w! be used to cover the 10 minute rest period.

Prior to beginning work in a job where vide display terminals are used, Occupational Healt will arrange for vision testing by an Optometri: and thereafter vision testing by an Optometri: will be done annually. Where an employee ha

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.

XII 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.

XIII 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 concern 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 1988 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 should be given prior consideration and due preference for such work before any individual is hired to do such work.

⓪ Pay For Knowledge

Letter **XXV** to the **1992** Collective Agreement committed the parties to a review of the Joint **Job** Evaluation Program dated March **1974**. The reason for the review was in part that there were claims the system could no longer measure changed **jobs** and in part, there was a Pay Equity System put in place January **1991**, that caused the need for two **separate** systems to be followed for **job** postings and workforce reductions, if any.

As a result of initial deliberations the parties agreed to develop a new job evaluation program that combined pay equity principles.

The Vice President and General Manager of Sudbury Operations, Eric **Belford**, suggested that those charged with the review consider a "**Pay** for Knowledge System" as an accompaniment to the combined Joint Job **Evaluation/Pay** Equity Program due to the following reasons:

the system that has been in place limits the efficiency of employees and can result in low morale and lack of self-fulfilment for employees; the old system in many cases required employees to operate in narrow areas of specialization with limited

opportunity to learn new work and be able to advance; in certain areas of the operations it is recognized that employees with broader skills can provide several services in an area as opposed to there being a requirement to have several employees provide those services; the Company also recognizes that narrow specializations limits opportunities not only to advance but in times of work force reductions, limits employees opportunities for job security; as well, long tenure on a job can result in boredom as work loses its challenge.

Joint Committee

Effective May 1, 1995, a Joint Union/Management Committee consisting of two Union representatives and two Management representatives will be established to implement and maintain the Pay For Knowledge System. The Union members will be paid their regular rate of pay, Nickel Bonus and Cost-of-Living Allowance, if any, while serving on the Committee and will accrue seniority as credited service.

Goals

The goals of a Pay **For** Knowledge **System** are improvement of efficiency, provision of broader job opportunities, greater work challenge and the opportunity to earn higher wages.

Purpose

The purpose of **this** letter **is** to outline a Pay **for** Knowledge **System**. The System is a formal program that includes training through pursuit of requisite courses at the High School or, Community College or University level as well as successful completion of Company sponsored training modules; demonstrated proficiency on the **job**; and performance reviews; or a combination of several of these methods.

Procedures

Progression from an entry level **job** in an occupational stream to the standard rate for the job is time related and as in the forerunner of the Pay **for** Knowledge **System** will usually require **two 6** month periods of

on-the-job experience. However, once an employee has reached the standard rate, the employee may earn higher wages than the standard rate of his job by successful completion of requisite courses combined with on-the-job experience. There are specific time provisions of on-the-job experience required for most advancement and this is necessary to ensure that sufficient experience is gained in the application of the knowledge required to perform the successive functions in each occupational stream. Advancement is not automatic. Performance reviews which show acceptable performance along with sufficient experience on the job are required before an increase in increment is received. Skills must be readily available to the Company and used sufficiently to retain proficiency at an increased wages above the standard rate.

The parties recognize there are certain specialist jobs which may not lend themselves to broader opportunities and therefore employees in those jobs may not be able to be paid above the standard rate for their job unless duties change and their job is re-evaluated.

Management retains the right to reduce an employee's wage rate from above standard to the standard rate for his job where the employee demonstrates lack of ability to perform the job.

Present employees who have relieved employees in higher **job** classes who were absent for whatever reason, will receive credit for such time spent in relief. As a guide to the amount of credit to be received due regard will be given to the increment paid while relieving in the higher **job** class.

There are other benefits that will result from a Pay *For* Knowledge System **apart from** those mentioned above. Each employee will know what is required on their **part** in respect of training courses they must successfully complete in order to advance and develop to their full potential. Broadened abilities equate to greater job security. More training coupled with on-the-job experience not only means greater earnings potential but also means that when a vacancy is posted and candidates apply who have the same training and experience the senior employee ought to get the job.

Before the Pay For Knowledge System can be implemented considerable work must be done by supervision in determining what training courses or modules are required for each of the jobs in the bargaining unit as well as schedules of requisite experience in order for an employee to be able to advance. On courses relevant to the job duties will form part of the training requirement. The process of determining the requisite courses will be targeted for completion by March 1996, and this will allow employees to begin pursuing courses of study that will enable them to progress. The next step will be to develop necessary modules where none exist and this will be targeted for completion by March 1, 1997, so the Pay For Knowledge System can be implemented on that date.

A training module differs from a training course in that the module may take a day or two of training on Company premises whereas training courses are acquired from institutions such as a Community College and are usually of a duration of a semester.

As this former step is going on, front line supervisors will review with each employee

what the training courses are that the employee must complete in order to advance to the next pay level above their current rate of pay.

Given the time requirements for course determination and development, the parties agree to implement Pay For Knowledge effective March **1** **1997**.

The Collective Agreement will continue to govern the actions **of** the parties.

An employee, who through completion of requisite courses and on-the-job experience attains the standard rate for the job next in his line of progression, will not automatically be reclassified to the job **class** of the higher job; to attain the job class of the higher job, the employee must be the successful candidate **for** a job posting.

The Company agrees that in the case **of** a workforce reduction after the implementation of Pay for Knowledge, an **employee** who has attained a higher rate of pay as a result of the provisions of the Pay **For** Knowledge System **will** not have that rate of pay reduced provided he is able to maintain a job **in his**

line of progression through the *proceeding* of Article 12.18.

XXVI Tests

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

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

Where test results or methods are challenged the employee shall be entitled to the actual test results and methodology used by the Company.

XXVII No Successful Applicant

The Union discussed with the Company its concern about the practice of indicating an employee was "placed" in a job when there was "No Successful Candidate" during the posting process. The Company has agreed to stop its practice and show the employee concerned as the Successful Candidate. However, it is understood between the

parties that such action shall in no way be interpreted as a reduction in the standard needed to be deemed qualified for the purposes of the Collective Agreement.

XVIII Overtime Lists (12.06 (b))

The Company will undertake to make the necessary changes to the computerized time collection system to be able to provide overtime listings which show declined overtime opportunities as well as overtime worked.

It is the intent of the Company to have these changes in place by January 1, 1996.

XIX Job Evaluation Committee

This is to **confirm** our commitment to ensure that a Joint Job Evaluation Committee is established, maintained and operative throughout the term of the Agreement.

XX On the Job Training Opportunity

It is understood between the parties that upon the adoption of a Pay for Knowledge System this clause shall only provide for 1 training opportunity in any one year and that opportunity shall be focused on allowing employees to change lines of progression.

INDEX

Subject	Section	Pg
Alcoholism and Drug Abuse Program	Letter XIII	133
Arbitration:		
Single Arbitrator	5.13	17
Letter XXIII		137
Board of Arbitrators	5.11-5.12	16
Powers	5.12	17
Committee and Stewards ..	5.20	22
Employee Rights	5.17	20
Failure to Process	5.15	19
Payment of Committee and Stewards	5.21	22
Pension Plan	15.02	92
Recall	12.25	82
Rules	Schedule "C"	117
Vacancy and Promotion ...	12.12	68
Witnesses	5.18	20
Written Warning	5.19	20
Benefits Plans	15.01-15.03	92
Bereavement Leave	11.01(b)	44
Bill 70	17.05	107
Bulletin Boards	19.02-19.03	109
Christmas Gift	Letter XXII	137

subject	Section	Pg
OLA	13.04	85
adjustments	13.04(e)(f)(g)	a7
advance Payment	13.04(b)	86
base	13.04(a)	85
computation	13.04(d)	86
devisions Made In Index ..	13.04(i)	88
vacation Pay	13.04(h)	87
Company/Union Meetings		
payment for Union representatives	Letter XVII	134
Compressed Work Week ..	7.04(a)	26
Contracting Out	2.03	3
	Letter V	126
Emotion		
by Company	13.02(d)	84
requested	13.02(e)	84
Direct Difference	5.07	11
Discharge	6.01-6.03	23
Continuation of Benefits ...	6.02	24
Discrimination	2.00	2
to Discrimination	2.02	2
Union Membership	2.01	2
Educational Leave	11.03	46
Equipment	Letter IX	130

Subject	Section	Pg
Estoppel	Letter VII	128
Fatal Accidents	17.04	107
Flexitime	7.04(b)	26
Floating Day	9.05	35
Further Conferences	20.01	112
General	19	109
Bulletin Boards	19.02-19.03	109
No Posting Bulletins	19.03	109
No Solicitation of Membership	19.01	109
Grievances	5.00	6
Adjustment	5.01	6
Arbitration	5.08-5.09	12
	Schedule "C"	117
Direct Difference	5.07	11
Grievance Commissioner . .	5.09(b)	14
Expenses and Fees	5.09(e)	15
Rules Governing	Schedule "B"	116
Vacancy & Promotion	12.12	68
Laid Off Employees	12.25	82
Management Representatives	5.05-5.06	ii
Pension Plan	15.02	92
Stage One	5.02	7
Intent to Grieve at Stage Two	5.03	7
Stage Two	5.03	7
For Discharge	6.01	23
Stage Three	5.04	8
Time Limits	5.09(a)	13
Travel Allowance	5.22	23

Subject	Section	Pg
Holidays	9.01	33
Holiday Pay	9.02	33
During Vacation or on Day Off	9.02(b)	34
Floating Day	9.05	35
Overtime Pay	9.04	35
Qualification For Pay	9.02(a)	33
Work on a Holiday	9.03	35
Hot Meals	Letter I	123
Hours of Work	7.00	25
Compressed Work Week ..	7.04(a)	26
Flextime	7.04(b)	26
No Guarantee of Work	7.05	27
Notification of Change in Work Schedule	7.06	27
Other Work Schedules	7.03	25
Overtime	8.01	28
Calculation Of	8.01(a)(b)	29
Distribution Of	8.02	30
Recall For Emergency Work	8.06	32
Regular Work Day	7.01	25
Regular Work Week	7.02	25
Reporting Pay	7.07	28
Shift Premiums	8.04	31
Standby Pay	8.05	32
Weekend Premiums	8.03	31
Joint Job Evaluation ..	14.01	88
Committee	Letter XXIX	148

Subject	Section	Pg
Jury Duty	11.07	50
Layoffs	12.19-12.25	75
.....	Letter XXIV	138
Leave of Absence	11.00	44
Bereavement	11.01(b)	44
Campaign For Public Office	11.10	51
Continuation of Benefits ...	11.08	51
Educational Leave	11.03	46
Jury Duty	11.07	50
Maternity	11.04	46
Mining Act X-Ray	11.09	51
Personal Emergency	11.01	44
Personal Leave	11.02	45
Political Office	Letter XVI	134
Serious Illness	11.01(a)	44
Subpoenaed Witness	11.07	50
Union	11.05-11.06	48
President	11.11	52
Management Rights	3.01	5
Maternity Leave	11.04	46
Mining Act X-Ray	11.09	51
Nickel Price Bonus	19.06	110
No Cessation of Work ...	4.01	5
No Successful Applicant .	Letter XXVII	146

subject	Section	Pg
n the Job Training ppportunity	Letter XXX 12.17	147 69
vertime		
alculation Of	8.01(a)(b)	29
istribution Of	8.02	30
vertime List	12.06	57
	Letter XXVIII	147
ay For Knowledge	Letter XXV	139
ension Plan and Welfare enefits	Letter VIII	129
asic Dental Plan	15.03(a)(v)	94
lue Cross Drugs	15.03(a)(ii)	93
ntitlement	15.03(a)	93
roup Life Insurance Plan	15.03(a)(iii)	94
ife Insurance	15.03(c)	97
rievance	15.02	92
ledex	15.03(d)	97
l.H.I.P.	15.03(a)(i)	93
remiums	15.03(e)	97
tudents	15.03(b)	96
/age Continuance Program	15.03(a)(iv)	94
osting Vacancies	12.08(a)	59
re-Christmas Time Off	Letter III	123
robationary Period	12.04	56
romotions	13.02(c) 12.08	84 59

Subject	Section	Pg
Qualifying Day for Holiday Pay	9.02(a)	33
Recall	12.22-12.25	80
Recall for Emergency Work	8.06	32
Recognition	11.00	1
Red Circles	14.05	90
Definition	14.12	92
Demotion	14.07	90
Elimination of	14.10-14.11	91
Promotion	14.06	90
Reinstatement of	14.09	91
Transfer	14.08	90
Rest Periods	Letter X	131
Safety and Health	17	101
Area Safety and Health Committee	17.01(b)	103
Membership	17.01(b)	103
Bill 70	17.05	107
Fatal Accidents	17.04	107
Mutual Concern	17.00	101
Reporting Unsafe Conditions	17.02	107
Sudbury District Safety and Health Committee	17.01(a)	102
Membership	17.01(a)	102

Subject	Section	Pg
Seniority	12.00	52
Application of Seniority	12.11	67
Definition	12.02(a)	53
Wage and Recall	12.18-12.25	73
Steps of Seniority	12.06	57
Loss of Seniority	12.03	56
Principle	12.01	52
Probationary Period	12.04	56
Temporary Hiring	12.07	58
Service	12.02(b)	54
.	Letter XIV	133
Gift Limit Times	Letter XI	131
Staff Representatives Serving as Nominees to Boards of Arbitration	Letter XV	134
Students	15.03(b)	96
Technological Change	16.00	97
Termination	21.01	112
Tests	Letter XXVI	146
Training Opportunities	12.17	69
.	Letter XXX	147
Transfer	12.08(b)(j)	65
.	12.08(c)	61
.	14.08	90

Subject	Section	Pg
Transfer Window	12.08(b)	60
Transfer Into		
Bargaining Unit	12.15	68
Transfer Out Of		
Bargaining Unit	12.16	69
Transportation	Letter II	123
Travel Allowance	Letter XVIII	135
Union Security	18.00	108
Union Dues	18.01-18.02	108
Union Membership	2.01	2
Vacancies and Promotions		
Arbitration Board	12.12	68
Application of Seniority	12.11	67
Applying For Vacancy After Absence	12.08(d)	62
Designation	12.18(b)	73
Grievance Commissioner	12.12	68
Individuals Outside of Unit	12.09	66
Lateral Transfers	12.08(b)	60
Posting Vacancies	12.08(a)	59
.	12.08(f)	62
Selection Criteria	12.10	66
Selection Time Limits	12.08(c)	61
Temporary Promotions	12.16	69
.	12.08	59
Transfer Out Of Bargaining Unit	12.16	69

subject	Section	Pg
vacations		
onus	10.08	40
ommencement of, orfeiture	10.03	38
ntitlement	10.01	36
nterruption of Service	10.04	38
ength	10.04	38
ayment in Lieu	10.03	38
cheduling	10.02	38
.	10.07	40
ermination of Employment	10.05	39
vacation (Special)	10.09	41
Video Display Terminal Operators	Letter XXI	136
Voluntary Early Retirement Incentive	Letter XX	136
Voluntary Termination of Employment Plan (VTEP)	Letter VI	128
Wage Continuance	Letter IV	124
Wages	13.00	82
pplication	13.02	a3
emotion	13.02(d)	a4
cremental Increases	13.02(b)	83
Merit Increase	13.02(f)	84
romotions	13.02(c)	a4
requested Demotion	13.02(e)	a4
Withholding Increases	13.02(b)	83
chedule "D"		119
emporary Promotion	13.03	85

Subject	Section	Pg
Welfare Benefits for Pensioners	Letter XII	131
Working Days	Letter XIX	136
Written Warning	5.19	20