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No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

# **AGREEMENT**

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between

**ATLAS SPECIALTY  
STEELSDIVISION**

and

**INDEPENDENT CANADIAN  
STEEL WORKERS  
UNION**

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March 2, 1988

015 2002

**AGREEMENT**

**Made this 2nd day of March 1988**

Between:

The Welland Plant of  
ATLAS SPECIALTY **STEELS**  
A DIVISION OF RIO ALGOM LIMITED  
hereinafter called the "Company"  
**of the first part**

and

INDEPENDENT CANADIAN  
STEEL WORKERS **UNION**  
hereinafter called the "Union"  
**of the second part**

## ARTICLE 0 - PREAMBLE

Whereas the Independent Canadian Steelworkers Union, a voluntary employees' organization, is formed and constituted as a collective bargaining agency to bargain collectively on behalf of the hourly-rated employees of the Welland Plant of Atlas Specialty Steels, a Division of Rio Algom Limited, with respect to working conditions, health, safety, hours of labour, wages, rates of pay, and all other matters pertaining to the welfare and advancement of the hourly-rated employees of the Welland Plant of Atlas Specialty Steels, a Division of Rio Algom Limited: 0.01

**And** Whereas it is the aim **of** the Union to carry on these activities and at the same time provide a medium through which the Union becomes the bargaining agent of the said employees: 0.02

And Whereas the Union has been created to accomplish the aforesaid objectives and is dedicated to promote greater cooperation and more efficient communication between the Company and its employees: 0.03

And Whereas the Union and the Company agree that the aims **of** the regulations in this Agreement are to promote cordial relations at the Welland Plant of Atlas Specialty Steels, a Division of Rio Algom Limited: 0.04

Now therefore this Agreement witnesseth that the parties hereto agree **as** follows: 0.05

## ARTICLE 1 - RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit defined in this Agreement. 1.01

2. **Employee Definitions and Exclusions**

For the purpose of this Agreement an employee is a person who is receiving wages for performing work for the Company and is in the bargaining unit composed of all employees of the Company employed in and about the Company's manufacturing plant located at Welland, Ontario, Canada, but excluding all salaried employees, Section Leaders, Maintenance Supervisors, Melters, and Assistant Rollers and Rollers of the Blooming and Bar Mills or any employee acting full-time in a supervisory or confidential capacity whether on salary or hourly pay, Watchmen and members of the Plant Protection Department. Any dispute in connection with the interpretation of the term "employee" may be subject to settlement in accordance with the Grievance Procedure, and if necessary, arbitration procedure as laid down in this Agreement. 1.02

3. **No Discrimination**

Both the Company and the Union agree that there will be no discrimination, intimidation, restraint, or coercion exercised or practiced 1.03

upon any employee of the Company or any members of the Union by either the Company or the Union or by other members or representatives because of membership or Jack of membership in the Union or because of sex, race, colour, religious beliefs, or national origin. ) 7-1

**ARTICLE II - MANAGEMENT**

1. The Company has the exclusive right and power to plan, direct and control plant operations, to schedule production, to determine work, methods of production, and products to be manufactured, including the right to hire, suspend, promote, demote, transfer or layoff for lack of business and discharge or discipline for just cause. 2.01
2. The Company shall not use these rights and powers in conflict with any of the provisions of the Agreement. 2.02

**ARTICLE III - HOURS OF WORK**

1. This article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay, or of hours of work per day, or per week, or of days of work per week. This article shall not be considered as any basis for the calculation of overtime. 3.01
2. The regular work day shall be eight (8) consecutive hours of work in a twenty-four (24) hour period. 3.02

**3. Starting Times**

The regular shift starting times are recognized to be Midnight, 8:00 a.m. and 4:00 p.m. These times are subject to change in cases of emergencies, breakdowns, or preparatory start up of work. In addition, starting times may be changed by agreement between the Company and the Union Executive.

3.03

4. The day may be a calendar day or a twenty-four (24) hour period and the regular work pattern shall be five (5) consecutive days per week commencing with the employee's first shift on Monday, or the established four (4) crew schedule except in cases of breakdowns, emergencies, holidays, or depressed business conditions.

3.04\*

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\* see item 3 - letter of understanding

**5. Four Crew Schedule**

When necessary, the Company may, in the interest of efficient operations, schedule certain units on a 4-shift basis after satisfactory discussion with the Union Executive Committee. It is agreed that such units so scheduled shall operate 21 shifts per week except in such cases of breakdowns, scheduled maintenance, holidays, or circumstances over which the Company has no control. In the event of lack of business and the amount of work is reduced to 19 shifts for 4 weeks, the individual's days of work will be consecutive. if there are definite indications that

3.05

orders will be available within another 2 weeks, the period may be extended by mutual agreement between the Company and the Union Executive Committee. The foregoing shall not alter the schedule in the Melt Shop or any other area deviating from the above which is established by agreement between the Company and the Union Executive Committee. In the event of depressed business conditions and the amount of work is reduced:

- (a) **to 20 shifts, then the Saturday 4-12 shift shall be eliminated**
- (b) **to less than 20 shifts, then the individual's days of work will be consecutive.**

**6. Average Hourly Rate**

For the purpose of this article average hourly rate shall be calculated as the employee's straight time hourly earnings including applicable incentive earnings, but excluding shift differentials, premium pay, overtime earnings and holiday pay, during the previous four (4) closed and calculated pay periods worked by the employee.

3.06

**7. Work Not Available**

An employee who is scheduled for a full day's work, who reports for work at his scheduled starting time and for whom eight (8) hours work is not available on his regular job shall be given ~~four (4) hours pay~~ at his average hourly rate on his regular job and be permitted to leave the plant and shall not be considered to have worked any hours in respect of such pay, or

3.07

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shall be provided with a minimum of 8 hours work at the average hourly rate of pay for his regular scheduled job and assigned to other work, such assignment shall be at the election of the Company.

8. The provisions of Paragraph 3.07, above, shall not apply when work is not available because of conditions over which the Company has no control, such as labour disputes, fire, storm, flood, equipment breakdown, failure or insufficiency of electrical or other power or utilities, whether occurring before or during the shift; and, when work is suspended on the day before a holiday; or when normal work is completed prior to the end of a shift (i.e., Melting, Hot Mills). 3.08
- (a) In the event that any of the above occur before the employee starts work on his regular shift and he reports for work as scheduled and work is not available and 3.09
- 1) the employee is sent home at the election of the Company, he shall receive an allowance of six dollars (**\$6.00**) but will not be considered to have worked any hours for such allowance. 3.10
- 2) the employee is requested by supervision to remain at his place of work while a decision is made, he shall receive six dollars (**\$6.00**) plus pay at his standard rate for the time during which he remains at such place 3.11



- of work at the Company's request.
- (b) In the event that any of the above occur during the employee's shift and work is no longer available and he is sent home at the election of the Company, he shall receive pay at his gross hourly rate of pay for the time he has worked or **six dollars (\$6.00)** whichever is the greater. 3.12
9. The provisions of paragraphs 3.07 to 3.12 inclusive, shall not apply if the Company notifies the employee not to come to work, and gives such notice at least two hours before his shift starting time, or before such employee leaves his home. A telephone message to a person other than a pre-teen-aged child answering the telephone at the number recorded for the employee in the Industrial Relations Department records will be considered to be sufficient notification to him. In cases where an employee does not have a current telephone number recorded with the Industrial Relations Department, he shall not be eligible for reporting pay allowance. 3.13
10. Reporting **for Work** After Absence  
If an employee has been absent for seven (7) calendar days or less because of occupational or non-occupational accident, injury or illness, and has failed to inform the Plant Protection Department of his intention to return to work on his regularly scheduled shift, the foreman shall assign him to his regular job providing no 3.14

other employee has been previously scheduled on the job. In the event another employee has been scheduled on the job for that shift, the foreman shall assign the employee returning from absence to any available job in the department that the employee can perform at the regular rate of the job performed. If the employee has informed the Plant Protection Department of his intention to return to work on his regularly scheduled shift, the foreman shall assign the employee scheduled to replace the absent employee to any available job in the department that the employee can perform at the standard rate of the job performed.

- 11.** If an employee has been absent for eight (8) or more calendar days because of occupational or non-occupational accident, injury or illness, and has failed to notify the Plant Protection Department of his intention to return at least sixteen (16) hours prior to the start of such employee's regularly scheduled shift, the foreman shall: **3.15**
- (a) Assign him to his regular job, providing there is work available and no other employee has been scheduled to his job, or **3.16**
  - (b) Assign him to any available job in the department that the employee can perform at the rate of the job performed, or **3.17**
  - (c) Send him home for that shift if there is no work available. If he is sent home he shall not be entitled to reporting pay under the **3.18**

provision of paragraphs 3.07 to 3.12 inclusive.

12. **Temporary Transfer**

If the employee has been scheduled to work on his regular job, subject to paragraph 3.26 but such employee is temporarily transferred, as per paragraph 8.36, at the request of the Company to another job, either in his own or another department, he shall be paid as follows: 3.19

(a) **Employee not on Crew Bonus.** He shall receive the higher of either: 3.20

1) the earnings of the job to which he is transferred, or 3.21

2) the average hourly rate of earnings of his regular job as defined in paragraph 3.06. 3.22

(b) **Employee participating in Crew Bonus.** He shall receive the higher of either: 3.23

1) the earnings of the job to which he is transferred or 3.24

2) the earnings of his regular job as determined by the earnings of the crew for the period he normally would have worked had he not been so transferred. 3.25

(c) An employee will be considered to be scheduled on his regular job unless he is notified otherwise on his last working shift. 3.26

(d) In applying the provisions of paragraphs 3.19 to 3.26 it is the intention of the Company 3.27

to ensure that **no** employee suffers a financial penalty for hours worked during such transfer because he is transferred to a job which requires his particular skills or abilities.

13. **Reporting for Work - Late** 3.28\*
- If a man reports for work more than one (1) hour after the scheduled starting time of his shift and he has not reported to his foreman giving adequate reason, he will have no right **or** claim to any work or pay for such shift.

\*see item 1 - letter of understanding

#### **ARTICLE IV - OVERTIME**

1. Pay at the rate of one **and** one-half (**1-1/2**) times the standard hourly rate will be paid as follows: 4.01
- (a) Hours worked in excess of eight (8) hours within the twenty-four (24) hour period commencing with the time the employee commences work. 4.02
- (b) Hours worked in excess of forty (40) hours in a week. 4.03
- (c) Hours worked on a paid holiday. (In addition to holiday pay as covered in Article V.) 4.04
- (d) In a week in which one (1) **or** more holidays, as defined in paragraph 5.01 occurs, the hours paid for as holiday pay shall be included in with the hours actually 4.05

worked during such week for the purpose of computing weekly overtime.

- (e) Hours worked when an employee is 4.06

required to ~~report for work because~~ of an emergency. however, in no case shall he be paid less ~~than four (4) hours pay at~~ his standard hourly rate. For the purpose of this Article the term "emergency" shall be interpreted as covering any situation involving an obligation of an employee to report for work where the employee has been given less than eight (8) hours, reporting notice by the Company after he has left the plant and prior to the time the employee is required to report for work. In the event the Company provides the employee with eight (8) hours or more notice to report to work prior to the required starting time or in the event he is notified of a new reporting time prior to leaving the plant, no "emergency" shall be considered to exist but rather the employee shall be considered to be rescheduled. A telephone conversation with the employee concerned will establish the time of notification.

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- (f) Hours worked between 8:00 a.m. Saturday 4.07  
and 12:00 p.m. Sunday.

2. Scheduled shifts shall be for a minimum of 4.08  
eight (8) consecutive hours duration subject to  
the provisions of paragraph 3.08.

3. **No Pyramiding** 4.09\*  
 For the purpose of avoiding pyramiding of overtime, hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same ~~or~~ any other provisions.  
 \*see item 16 - letter of understanding
4. **Personal Arrangements** 4.10  
 No overtime will be paid for hours in excess of eight (8) hours in a day or in excess of forty (40) in a week because of personal arrangements between employees. All such arrangements must be made with the express permission of the foremen of the men involved.
5. **Meal Allowance** 39A-060 4.11  
 Employees required to work two (2) or more hours following their regular shift without having been given two (2) hours notice prior to the start of the shift, shall have a meal allowance in the amount of ~~\$6.00~~ added to their time sheet for that day. If necessary, sufficient time with pay shall be allowed to secure such meal provided this does not interrupt the work schedule, 4.12
6. In the event an employee is scheduled to work two (2) or more hours work following his regular shift, and work is not available, he will have a meal allowance in the amount of \$6.00 added to his time sheet for that day. This provision does not apply in case of a breakdown, labour disputes, fire, storm, flood, 4.13

equipment breakdown, failure or insufficiency of electrical or other power or utilities, or in any situation over which the Company has no control.

**7. Distribution of Overtime**

Overtime will be distributed as equitably as circumstances will permit, and compatible with the efficient and economic operation of the plant consistent with the following rules and regulations, and all employees ~~will be expected~~ to work their fair share of such overtime as is necessary in the opinion of the Company. However, if it is necessary to work a sixth (overtime) shift on a weekend on more than two (2) occasions in any calendar month, no employee will be obligated to work such additional weekend shifts. 4.14\*

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\*see item 7, 8 - letter of understanding

**8. Definition of Overtime:**

- (a) On one, two, and three shift operations, all hours paid for at time and one-half (1-1/2) rates. 4.15
- (b) On four (4) crew operations all hours worked in excess of eight (8) in a twenty-four (24) hour period, and all hours worked in excess of forty (40) in a calendar week. Four (4) crew schedules will not be interfered with for the purposes of equalizing overtime. 4.16
- (c) Hours worked when an employee is required to report for work because of an emergency. 4.17

**9. Eligibility**

When overtime hours are to be worked, employees will be selected initially from employees working on the same overtime group within the department. Wherever practical the employees having the lowest number of overtime hours recorded within the overtime group will be selected, except that: **4.18**

(a) **An** employee will not be scheduled to work more than six (6) days within a calendar week for the purpose of equalizing overtime. **4.19**

(b) Sixteen (**16**) hour shifts will not be used to equalize overtime. **4.20**

(c) Short changes will not be used to equalize overtime if overtime is to be incurred which could otherwise be avoided. Short changes will only be used to equalize **an** overtime spread of over 24 hours in a group. **4.21**

(d) In the event unnecessary call-ins can be avoided, employees in the appropriate group may be scheduled in prior to or following their regularly scheduled shifts. **4.22**

(e) If the work to be performed requires a continuity of skill utilization the application of this section will be waived. **4.23**

10. Recording of Overtime:

(a) It is understood that all eligible employees **4.24**



who are given sixteen **(16)** hours notice to work overtime and decline such overtime will be charged as having worked such overtime. However, in the event that for any reason all eligible employees decline such overtime, then the first eligible employee or employees having the lowest number of overtime hours will be required to work such overtime, and will be charged for such time worked in addition to the time charged him when he originally declined.

- (b) On one **(1)**, two **(2)**, or three (3) shift operations, all hours paid for at time and one-half **(1-1/2)** shall be recorded as overtime. **4.25**
- (c) On four crew operations all hours in excess of eight (8) in a 24-hour period and all hours in excess of forty **(40)** including holidays, in a calendar week shall be recorded as overtime. **4.26**
- (d) Employees reporting for work on a call-in or short change will be charged **2-3/4** hours on his overtime record or the actual hours worked, whichever is the greater. **4.27**
- (e) **An** employee scheduled to work overtime will be charged the overtime hours he was scheduled to work, providing that at least sixteen **(16)** hours notice had been given the employee. However, in the event that the overtime requirement is subsequently cancelled, the overtime originally scheduled will not be charged. **4.28**

- (f) **An** employee who is absent for any reason will be charged the average of the overtime hours recorded for the group during such absence. 4.29
11. **General Regulations:**
- (a) Only previously scheduled overtime may be exchanged between employees. All such arrangements must be made with the express permission of the **employee's** foreman. 4.30
- Changing Groups**
- (b) **An** employee moving into a different group or any new employee will be charged the average overtime hours of all the employees in the group on the date he comes into said group. 4.31
- (c) **An** employee transferred into a different group on his own volition shall have overtime rights only in the group to which he transferred in accordance with the provisions of paragraph 4.31. 4.32
- (d) **An** employee who is transferred to a different group at the request of the Company shall have overtime rights in his original group provided such overtime does not conflict with any overtime he is required to work in the group to which he was transferred. His overtime rights will be in accordance with the provisions of paragraph 4.31. 4.33

(e) **An** employee referred to in paragraphs **4.32** and **4.33** who returns to his original group will assume his overtime hours charged at time of transfer plus the average of the overtime hours recorded for the group during his absence. **4.34**

**Overtime Records**

(f) Overtime records will be maintained in a uniform fashion and posted weekly on an overtime board in each department in a location that is visible and available to the employees and Union Representatives. **4.35**

(g) Overtime records will be reviewed once a month by a representative of the Industrial Relations Department and a representative of the Union Overtime Committee. **4.36**

(h) Overtime records will be maintained on a calendar year basis and at the end of each calendar year there shall not be more ~~than~~ **twenty-four (24)** hours difference between ~~the~~ lowest number ~~of~~ recorded hours ~~and~~ the highest number of recorded overtime hours in any overtime group. **4.37**

(i) On January 1st of each year, all employees will have their overtime hours adjusted to zero. **4.38**

**ARTICLE V - PAID HOLIDAYS**

1. The following days shall be recognized as paid holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Atlas Picnic Day, **5.01**

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Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and a day to be observed between December 24<sup>th</sup> and January 2<sup>nd</sup>, inclusive, at a date to be established between the Company and the Union.

2. It is agreed that the Company will endeavour to reduce operations for paid holidays during the term of this Agreement. 5.02

3. **Scheduling Before/After Holiday**  
Reasonable effort will be made to schedule employees off on the Saturday and Sunday preceding a paid holiday falling on a Monday or following a paid holiday falling on a Friday, where in the opinion of the Company, such days off do not interfere with the orderly operations of the plant. 5.03

4. In the event it is not possible for the Company to reduce operations it is agreed that the employees have a responsibility to report to work as scheduled. 5.04

5. Work on a Paid Holiday  
Any employee who works on a paid holiday or on its mutually agreed-upon observance, will be scheduled a day off without pay if the employee so requests. **An** employee who requests another day off in **accordance** with this paragraph will be scheduled a day off without pay within sixty (60) calendar days at a time acceptable to the Company and the employee. Such request would have to **be** initiated within two weeks from the date of the holiday. 5.05

Where an employee works on more than one paid holiday within a sixty (60) calendar day period and requests the time off, the Company will endeavour to schedule such time off as requested.

6. **Observance of Holiday** 5.06  
The Company and the Union may, by mutual consent, observe the holiday on some day other than the one on which the holiday falls.
7. **Regulations in Regard to Pay For the Aforementioned Recognized Holidays:** 5.07  
As applied to this section, an employee eligible for Holiday Pay is one who meets both the following requirements: 5.07
- (a) He is a regular employee as defined in paragraph 8.09 of this Agreement. 5.08
  - (b) He works on his last scheduled work day immediately preceding the day of the holiday or the day of its mutually agreed-upon observance as in paragraph 5.06 and his first scheduled work day immediately following the day of the holiday or the day of its mutually agreed-upon observance. An employee who does not qualify for holiday pay under paragraph 5.09 shall be ineligible for a maximum of one (1) paid holiday per occurrence. 5.10
8. The requirement of paragraph 5.09 only shall be waived by the Company under the following conditions: 5.11

- (a) Death in the immediate family **as** covered in Article XII of this Agreement. **5.12**
- (b) Court Subpoena **as** witness. **5.13**
- (c) Called for jury duty. **5.14**
- (d) Called to appear before Worker's Compensation Board. **5.15**
- (e) If an employee is a veteran and received notice to appear before the War Pensions Board. **5.16**
- (f) If an employee receives an occupational accident and is absent on advice of a physician. **5.17**
- (g) If absent due to personal non-occupational sickness or accident and reason is substantiated by a doctor's certificate or certificate from the Company's Medical Department. Such employee will be eligible for a maximum of two (2) paid holidays falling within the period of such non-occupational illness or injury. However, should Christmas Day, Boxing Day and New Year's Day fall within the above period of personal non-occupational sickness or accident, the employee will be eligible for a maximum of three (3) paid holidays. **5.18**
- (h) The employee is on vacation (in accordance with paragraphs 9.03 and 9.04). **5.19**
- (i) If an employee has been granted permission by his departmental superintendent to be **5.20**

absent for personal reasons. The employee will make his request at least seventy-two (72) hours prior to the holiday. Superintendent will notify the employee of his decision within twenty-four (24) hours following the day the request was submitted. The requirement that a request must be submitted at least seventy-two (72) hours prior to the holiday may be waived at the discretion of the departmental supervision.

- 9. Paid Holiday During Vacation Period** 5.21

Where any paid holiday occurs during a vacation period granted to any employee under Article IX - Vacation, the employee will receive his holiday pay in accordance with the provisions of Paragraph 5.08 of this article and will be scheduled a day off without pay within sixty (60) calendar days at a time acceptable to the Company and the employee.
- 10. Holiday Pay Not Payableif:** 5.22

  - (a) The employee has been absent because of reasons other than those included in paragraphs 5.07 to 5.19 inclusive. 5.23
  - (b) The employee is scheduled or given reasonable notice to work the day of observance and does not work. 5.24
- 11. Method of Pay:** (for employees with seniority status). 5.25

  - (a) Pay for holidays not worked shall be eight 5.26

(8) times his average hourly earnings, including overtime, shift premium, production bonus, call-in allowance, and such other payments made within the provisions of this Agreement for the twelve (12) month period ending December 31 of the previous year. This average hourly rate will be used for determination of holiday pay for **all** holidays in the twelve (12) month period beginning March 15th.

(b) Regular employees with less than one (1) year's service, who are eligible for holiday pay will be paid holiday pay based on their average hourly rate ~~as~~ defined in paragraph 3.06 **5.27**

(c) In no case will the employee referred to in paragraphs 5.25 or 5.26, receive less than eight (8) hours pay at his standard hourly rate for the holiday not worked. **5.28**

**12. Work on a Paid Holiday**

If a regular employee works on a paid holiday, he shall be paid at the rate of one and one-half **5.29**

~~(1-1/2)~~ times his standard hourly rate for the first eight (8) hours of work performed and ~~double the standard~~ hourly rate for all hours worked in excess of eight (8) hours on the said paid holiday, plus regular shift differential and regular ~~bonus~~ earned. In addition, the employee will be paid the amount calculated in paragraphs 5.25, 5.26 or 5.27 provided all conditions outlined in this article of the Agreement **are**

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- complied with.
13. The pay for the holiday shall be included in the regular pay for the week in which the holiday falls. 5.30
  14. (For the Probationary Employee). 5.31  
In the event that no work is performed thereon, there shall be no pay. In the event that work is performed thereon, time and one-half shall be paid.

#### **ARTICLE VI- RATES OF PAY**

1. The Job Description and Classification Manual for Hourly-rated Production, Clerical, Technical and Maintenance jobs based on Cooperative Wage Study (C.W.S.) principles dated January 11, 1963 (hereinafter referred to as "THE MANUAL"), is incorporated in this Agreement as Appendix "A" - 16-<sup>1</sup> 500-1 6.01
2. **The Standard Hourly Wage Rate and Bonus Rate for the various job classes shall be as set out in paragraph 6.04 to 6.07 Inclusive.** 6.02
3. The increment between job classes for the Standard Rates shall be eighteen point seven (18.7) cents per hour and jobs classified in Job Class 1 and Job Class 2 will continue to be paid the rate for Job Class 3. 6.03

4. Standard Hourly Wage Scale of Rates:

6.04

Effective February 17, 1988

Job Class	Standard Rate	Bonus Rate
1	Not	Not
2	used	Used
3	<del>12.654</del>	8.858
4	12.841	8.989
5	13.028	9.120
6	13.215	9.251
7	13.402	9.381
8	13.589	9.512
9	13.776	9.643
10	13.963	9.774
11	14.150	9.905
12	14.337	10.036
13	14.524	10.167
14	14.711	10.298
15	14.898	10.429
16	15.085	10.560
17	15.272	10.690
18	<del>15.459</del>	10.821
19	15.646	10.952
20	15.833	11.083
21	16.020	11.214
22	16.207	11.345
23	16.394	11.476
24	16.581	11.607
25	16.768	11.738
26	16.955	11.869
27	17.142	11.999
28	17.329	12.130
29	17.516	12.261
30	17.703	12.392
31	17.890	12.523
32	18.077	12.654
33	<del>18.264</del>	12.785

**5. Standard Hourly Wage Scale of Rates:**

6.05

**Effective February 17, 1989**

Job Class	Standard Rate	Bonus Rate
1	Not	Not
2	Used	Used
3	<del>12.904</del>	9.033
4	13.091	9.164
5	13.278	9.295
6	13.465	9.426
7	13.652	9.556
8	13.839	9.687
9	14.026	9.818
10	14.213	9.949
11	14.400	10.080
12	14.587	10.211
13	14.774	10.342
14	14.961	10.473
15	15.148	10.604
16	15.335	10.735
17	15.522	10.865
18	<del>15.709</del>	<del>10.996</del>
19	15.896	11.127
20	16.083	11.258
21	16.270	11.389
22	16.457	11.520
23	16.644	11.651
24	16.831	11.782
25	17.018	11.913
26	17.205	12.044
27	17.392	12.174
28	17.579	12.305
29	17.766	12.436
30	17.953	12.567
31	18.140	12.698
32	18.327	12.829
33	18.514	12.960

6. Standard Hourly Wage Scale of Rates  
Effective February 17, 1990

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Job Class	Standard Rate	Bonus Rate
1	Not	Not
2	Used	Used
3	13.254	9.278
4	<del>13.441</del>	<del>9.409</del>
5	13.628	9.540
6	13.815	9.671
7	14.002	9.801
8	14.189	9.932
9	14.376	<b>10.063</b>
10	14.563	10.194
11	14.750	10.325
12	14.937	10.456
13	15.124	10.587
14	15.311	10.718
15	15.498	10.849
16	15.685	10.980
17	15.872	11.110
18	<del>16.059</del>	<del>11.241</del>
19	16.246	11.372
20	16.433	11.503
21	16.620	11.634
22	16.807	11.765
23	16.994	11.896
24	17.181	12.027
25	<b>17.368</b>	12.158
26	<b>17.555</b>	12.289
27	17.742	12.419
28	17.929	12.550
29	18.116	12.681
30	18.303	12.812
31	18.490	12.943
32	18.677	13.074
33	18.864	13.205

**7. Standard Hourly Wage Scale of Rates**  
**Effective February 16, 1991**

**6.07**

Job Class	Standard Rate	Bonus Rate
1	Not	Not
2	Used	Used
3	13.964	9.775
4	<del>4.151</del>	<del>9.906</del>
5	14.338	10.037
6	14.525	10.168
7	14.712	10.298
8	14.899	10.429
9	15.086	10.560
10	15.273	10.691
11	15.460	10.822
12	15.647	10.953
13	15.834	11.084
14	16.021	11.215
15	16.208	11.346
16	16.395	11.477
17	16.582	11.607
18	16.769	11.738
19	<del>16.956</del>	11.869
20	17.143	12.000
21	17.330	12.131
22	17.517	12.262
23	17.704	12.393
24	17.891	12.524
25	18.078	12.655
26	18.265	12.786
27	18.452	12.916
28	18.639	13.047
29	18.826	13.178
30	19.013	13.309
31	19.200	13.440
32	19.387	13.571
33	19.574	13.702

- The Bonus Rate shall be 70% of the Standard-Hourly Wage Scale. 6.07**
5. The Standard Hourly Wage Scale Rate for each job class shall be the standard hourly wage rate for all jobs classified within such **job** class. 6.08
6. The Company agrees to pay and the Union agrees to accept the scale of wages in effect under this Agreement. It is further agreed that these rates shall be the rates paid in the various departments for the term of this Agreement, except as provided in paragraphs 6.08 to 6.12 inclusive. 6.09
7. **Out of Line Differentials:**
- (a) **An** “Out of Line Differential” is the amount an employee’s existing rate on a job exceeds the standard hourly rate for such job. 6.10
- (b) Except as an “Out of Line Differential” may be changed by the means herein provided, it shall continue to be paid in the amount shown on the official Wage Rate Schedule issued by the Company, except **as** provided below. 6.11
- 1) If an employee applies for and is accepted on another **job**, his out-of-line differential will be cancelled. Should such employee return to his former job, he will be paid the rate for the job. 6.12

- 2) If during the term of this Agreement an employee laid off due to reduction in force is recalled and reinstated on his former job or returns to former job through job posting, he will receive the out-of-line differential for the job. 6.13
- 3) During the term of this Agreement, if an employee is bumped out of his job but is able by virtue of his seniority, to transfer to another job he shall be paid the rate of the job to which he transfers. If such employee returns to his former job, he shall be paid an out-of-line differential corresponding to the one he would have received had he not been so transferred. 6.14

8. **Shift Differential Premium:**

- (a) For hours worked on the afternoon shift, there shall be a premium rate of ~~thirty (30)~~ <sup>44 - 070070</sup> ~~cents~~ <sup>7.50</sup> ~~per hour.~~ <sup>7.50</sup> For hours worked on the night shift there shall be a premium rate of thirty-five (35) cents ~~per~~ hour. 6.15
- (b) For purposes of applying the aforesaid shift differential the following shall apply: 6.16
  - 1) if half or more of the hours worked continuously fall between 12:00 midnight, and 8:00 a.m. the night shift differential shall be paid. 6.17

- 2) if half or more of the hours worked continuously fall between 4:00 p.m. and 12:00 midnight, the afternoon shift differential shall be paid. **6.18**
- 3) if more than half of the hours worked continuously fall between 8:00 a.m. and 4:00 p.m., no shift differential shall be paid. **6.19**
- (c) Shift differential shall not be included in the calculation of overtime compensation. Shift differential shall not be added to the bonus rate for the purpose of calculating incentive earnings. **6.20**
- 9. Certain Jobs:**
- Employees in the jobs listed below will be paid a differential equivalent to three (3) additional job classes over the standard classification of the job. **6.21**
- Jobs Affected: **6.22**

Bricklayer	Carpenter
Electrician	Pipefitter
Rigger	Welder
Toolmaker	Millwright
Machinist	Patternmaker
Painter	Die Maker
Instrument Repairman	Roll Turner
Stationary Engineer	Blacksmith
Automotive Serviceman	
Layout-Checker	
Mobile Crane Operator	
Mobile Craneman (Drott)	

- \*Testing Technician (Non-Destructive)



\*see item 4 - letter of understanding

**ARTICLE VII  
INCENTIVE PAY PRINCIPLES**

1. It is agreed that the Company and the Union 7.01  
accept the principle of a fair day's pay for a fair  
day's work. It is further agreed that the  
standard hourly wage rates for the respective  
job classes as stated in the foregoing Article VI,  
constitute the rates payable for work at the rate  
of a fair day's work.
2. It is understood that the Company shall expect 7.02  
every employee to perform at a normal and  
reasonable standard of efficiency and the  
Company shall have the right to make changes  
**in** methods of **work** and in the composition of  
the work force in striving toward this objective  
in accordance with the provisions of Article II  
and provided such changes do not conflict with  
the provisions of this Agreement.
3. **Crew Reduction Notice** 7.03  
The Company agrees prior *to* any proposed  
reduction in crew sizes for reasons other than a  
normal reduction in force or layoff, the Union  
will be given reasonable notice of such  
reductions and a meeting of Company  
representatives and the Union Executive will  
be called to fully discuss the reasons for the

- reduction and to allow the Union to present their views.
4. Plan Requirements 50A, B-1  
7.04
- It is agreed that the Company and the Union accept the principle that an incentive plan must provide the opportunity for an individual or a crew to earn at a level above that of a fair day's pay. It is further understood that an incentive plan must meet all of the following requirements.
- (a) It provides lower costs and/or increased productivity for the Company. 7.05
  - (b) The level of work is measurable in accordance with sound industrial engineering practices. 7.06
  - (c) The plan may be easily understood by the employees involved. 7.07
  - (d) The earnings under the plan are readily calculable. 7.08
  - (e) The plan lends itself to relatively easy administration. 7.09
5. The incentive pay policy of the Company shall be to provide pay above a fair day's pay for work performed above a fair day's work when such level of work is regularly required. 7.10
6. **Revisions to Plan** 7.11
- The Company agrees to continue and maintain existing standards and incentive plans for the life of this Agreement. However, the Company reserves the right to revise those standards

effected by a methods, equipment, processing, or quality change, and to modify or revise any incentive plan and/or to replace any incentive plan with day work when such incentive plan becomes inoperable or inappropriate because of new or changed conditions resulting from improvements or changes in equipment, manufacturing, or processing standards materials, methods or quality standards.

**7. Plan Review**

Prior to installation of an incentive plan, the Company agrees to review with the appropriate Union representatives, the operator **or** representative **of** the crew concerned, any new, temporary or revised incentive plan, as well as proposals to eliminate, replace, **or** revise any incentive plan, before action is taken.

7.12

**8. A fair day's work shall be determined by the application of the job standards and shall apply only to work **of** acceptable quality. There shall be no standard allowance made for defective work within the control of the employees involved.**

7.13

**9. Temporary Standards**

It is the Company's intention to develop "Temporary Work Allowances" (temporary standards) on experimental work, when production methods are relatively stable and the length of an uninterrupted run is a minimum of eight (8) consecutive machine hours (or in the case of the bar and blooming mills, two

7.14

consecutive crew hours). It is further understood that all copies of temporary and permanent standards will be forwarded to the Union Office.

10. **Additional Coverage**

The Company, at its discretion, may establish a wage incentive plan to cover new jobs, or jobs not previously covered by an incentive plan. It is agreed that should the Company decide to establish such an incentive plan, such plan will be established as soon as possible and practical after the operating methods have been firmly established and stabilized.

7.15

11. **Trial Periods**

A new or revised incentive plan shall be given two (2) months' trial before an official complaint may be entered. At the completion of two (2) months' trial, the Union may request an audit of the plan for the purpose of determining why the operator or operators are not earning a reasonable incentive rate. The Company will be allowed thirty (30) working days to conduct such audit. At the completion, if a satisfactory agreement has not been reached, the Union may submit a grievance in accordance with Article X.

7.16

12. **Grievance of Standard**

It is agreed that a grievance may be entered by any employee or group of employees that an incentive standard does not properly reflect or is unrepresentative of the conditions under

7.17

which the standard was originally established and that, in such circumstances, such employee or employees may submit a grievance that the level of pay provided by the plan does not properly reflect the level of performance required. In the event such a grievance is submitted to arbitration, it is agreed that the Board of Arbitration shall consult a recognized industrial engineer to assist them in arriving at their decision. The Union has the right to engage the services of a qualified industrial engineer to investigate incentive plans on their behalf and to conduct studies in the plant after obtaining a pass from the Manager of Industrial Relations, or his designated representative.

#### **ARTICLE VIII - SENORITY**

1. **Definition of Seniority:**  
Seniority is the accredited continuous service acquired by an employee in accordance with the service credit rules of the Company as adjusted by periods of layoff in accordance with paragraph 8.10. An employee who loses his prior service credit shall lose his seniority rank unless otherwise provided in this contract. 8.01
2. **Principle of Seniority:**  
The principle of seniority is to give preference 8.02

37 A, B, C, D - 1

to employees and former employees covered by this Agreement in the matter of promotions, demotions, layoffs, job postings, and recall after layoff, in accordance with their accredited continuous service in the hourly bargaining unit.

- 3. For the purpose of administering the provisions of Article VIII of this Agreement, the following factors shall be considered.
  - (a) Seniority (as herein defined), 8.04
  - (b) Knowledge, efficiency, and ability to perform the work. 8.05
  - (c) Physical fitness. 8.06
- 4. It is understood and agreed that, where the factors in paragraphs 8:05 and 8:06 are relatively equal, seniority as herein defined shall govern. In the evaluation of paragraphs 8.05 and 8.06 management shall be the judge; provided that this will not be used arbitrarily or for the purposes of discrimination against any member of the Union. 8.07

**Learner Job Considerations**

In determining the relative equality of Knowledge, Skill and Ability where jobs carrying learner periods are posted, the following guidelines shall apply.

In the case of a job carrying 520 learner hours, a junior applicant must have at least 260 hours to his credit to be given preference over a senior applicant.

In the case of a job carrying 1040 learner hours,

a junior applicant must have at least **520** hours to his credit to be given preference over a senior applicant.

In the case of a job carrying 1560 learner hours, a junior applicant must have at least **780** hours to his credit to be given preference over a senior applicant.

5. **Probationary Employee:** 8.08  
~~An~~ employee having less than ninety (90) 8.09  
~~calendar days service~~ (exclusive of any periods of authorized absence) shall be considered a probationary employee and will have no seniority rights.
6. **Regular Employees:** 8.10  
A probationary employee will become a regular employee upon completion of ninety (90) calendar days service (exclusive of any periods of authorized absence). At such time he shall acquire seniority rights and his seniority date will be established ~~as~~ of his date of last hire.
7. **Seniority Rights During Layoff** 8.11  
Employees released from the Company due to a reduction in force shall retain and accumulate seniority rights and be subject to recall for a ~~thirty-six (36)~~ 29-36 month period or for a period whichever is less. Should an employee be recalled ~~and~~ commence work, he shall have added to his continuous service at date of layoff, a period equal to the duration of his layoff.
8. When an employee is off on sick leave or leave 8.11

of absence and his date for layoff is reached, his basic seniority (actual plant service) stops as of that date, and his accumulative seniority begins accumulating from that date in accordance with the provisions of paragraph **8.10** of the Agreement.

**9. How Seniority is Lost:**

- An employee's seniority rights and his employment relationship shall terminate if he:
- (a) Quits. **8.13**
  - (b) Retires. **8.14**
  - (c) Is discharged for just cause in accordance with any of the provisions of this Agreement, or if he is discharged for any other cause and either of such discharges are not reversed through the grievance procedure. **8.15**
  - (d) Fails to report for **work** for seven (7) consecutive regularly scheduled working days without authorization by the Company. **8.16**
  - (e) Is not actively employed by the Company for a period in excess of his recall period (subject to the provisions of paragraph **8.82**). **8.17**
  - (f) Is laid off and fails to reply to **his** recall notice within seven (7) days in accordance with paragraph **8.70**. **8.18**
  - (g) The Company will notify the Union of any unauthorized absence of the employee **8.19**



within three (3) working days from the date the employee became absent without leave. Failure of the Company to comply with this procedure will not prejudice the Company's rights in regard to discipline or discharge as stipulated in paragraph 8.16.

10. **Reinstatements:** 8.20  
In case a discharged employee is reinstated by the Company upon the settlement of a grievance under this Agreement such employee shall **not** lose his seniority unless agreed between the parties hereto.
11. **Department Identification** 8.21  
The term "department" as used in this Agreement means those units identified on the Wage Rate Schedule.
12. **Job Posting** 8.22  
Job posting will apply to all regular openings. With the exception of Labour Pool jobs, an addition to force or replacement in hourly rated jobs will be filled by job posting and the notice of each such vacancy will be posted in the department concerned and at each of the time offices for a period of five (5) calendar days. Job postings shall indicate the job title, job rate, incentive rate, a brief description of the job duties and number of shifts to be worked at date of posting.
13. **Probationary employees shall not be eligible to apply for any posted jobs until the completion of their probationary period as per article 8.08.** 8.23

14. Job posting bulletin boards will be divided into three (3) sections: **(1)** Trades. **(2)** Bonus. **(3)** Non-Bonus, and each job posting will be of separate and distinctive colour for each of the respective sections. Applications for all posted openings shall be made in writing to the Industrial Relations Department who shall provide the Union with a list of applicants and the name or names of the employees selected to fill the vacancy. The name or names of successful applicants and their seniority standing shall be posted in the department and at each time office within seven (7) calendar days for production jobs and thirty (30) calendar days for trade jobs from the date the job posting is taken down for a period of five (5) calendar days following the date of the appointment. 8.24

15. **Application Priorities**

Applications for job postings up to and including Job Class 7 will be given priority in order of plant-wide seniority subject to paragraphs 8.03 to 8.07 inclusive. 8.25

All applications for jobs rated at Job Class 8 or above will be given the following priority subject to the provisions of paragraphs 8.03 to 8.07 inclusive. First, employees in the department where the vacancy exists, who, at the time of the application have more than one (1) year of continuous service in that department immediately prior to the date of the 8.26

posting. Second, all other applications in order of plant-wide seniority.

**16. Transfer of Successful Applicants**

The Company will transfer the successful applicant to the new job as soon as possible after his notification of acceptance. In the event that the successful applicant is not appointed to the job for which he was accepted within five (5) calendar days following the expiration of the acceptance notice, he shall be paid the higher of the rate for his current job or the standard rate for the job for which he was accepted. In the event that the successful applicant is not appointed to the job for which he was accepted within thirty (30) calendar days following the expiration of the acceptance notice, he shall be paid the higher of (1) the earnings of his current job, or (2) the average earnings for the job for which he was accepted.

8.27

**17. Postings for Temporary Vacancies Due to Sickness or Accident**

Job postings shall apply to temporary vacancies due to sickness or accident when they exceed 90 days. Employees >accepted to these postings will be considered as holding regular jobs but will return to their former jobs should the absent employee return to work. The ninety (90) day time limit may be reduced by agreement with appropriate members of the Union Executive.

8.28

Should the absent employee return to his job, and before 30 working days have expired, report off with the same disablement (expected to result in an absence of one month or more), then the previous chain shall be re-established effective from the next crew schedule change. Should the absent employee return to work, but is temporarily employed in work other than his own job for rehabilitation purposes, a grace period of 30 working days will be provided and the established chain shall remain in effect. Should extenuating circumstances arise, the 30 day grace period may be extended by agreement between the Company and the Union Executive.

**18. Job Posting Restrictions**

An employee shall not be eligible to apply for another opening in the same or lower job class under the provisions of paragraph 8.22 for a period of four (4) calendar months from the date his application is accepted on a job for which he was a successful applicant unless it is a promotion or transfer for training purposes or an improvement in working conditions as defined in Factor No. 10 and/or Factor No. 11 of Appendix "A". **An** exception to this four (4) month limitation will be made only once in any calendar year.

8.29

19. If necessary, jobs may be filled temporarily for a period not exceeding five (5) working days after the last posting,

8.30

20. An employee cannot decline the appointment to a job after the five (5) calendar days acceptance period has expired. An employee accepted for a job who cannot meet the requirements of the job, may revert to his previous job if that job is still open. However, in such cases, the employee who cannot revert to his previous job, will be placed in the Labour Pool and will be considered to have lost his prior department seniority. 8.31

**21. Filling of Temporary Vacancies**

In order to minimize the disruption of work schedules and at the same time avoid any hardship caused by short changes involved in filling temporary vacancies due to absences, it is agreed that the Company shall fill such vacancies in the following manner. 8.32

(a) For vacancies which do not exceed eight (8) hours duration any employee readily available at the time: 1st - within the department, and 2nd - within the plant, may be assigned at the discretion of management. For the purpose of this section, experience gained under paragraph 8.33 shall not be considered to qualify an employee and cannot be used as a determinant in applying the provisions of paragraphs 8.03 to 8.07 or paragraphs 8.22 to 8.26 inclusive. 8.33

- (b) For vacancies which exceed eight (8) hours duration, but do not extend beyond the next crew schedule change, the senior departmental employee on the shift will be given preference on the following days subject to the provisions of paragraphs 8.03 to 8.07 inclusive. 8.34\*
- (c) For vacancies which extend beyond the next crew schedule change, the senior departmental employee will be given preference for a job in a higher job class or for an improvement in working conditions as defined in Factor 10 and/or Factor 11 of the job descriptions at the next change of crews subject to the provisions of paragraphs 8.03 to 8.07 inclusive. Under the terms of this subsection, senior department employees must claim the temporary vacancy only at the first scheduled crew change, failure to claim at that time precludes any future claim to the same temporary job vacancy, unless he is working on a temporary job when such temporary openings occur, in which case he may claim the opening when he is scheduled to return to his regular job. Should an employee claim a job in a lower job class under this paragraph, he will be given the job as soon as a replacement is available. 8.35\*

\*see item 5 - letter of understanding

Where the Company determines that an individual is to be transferred to fill a temporary vacancy, qualified employees working in the same group from which the transfer is to take place will be contacted in order of seniority and should the senior qualified employees decline the transfer, the junior employee will be transferred.

8.36

22. Job postings procedures shall not apply to hourly-rated jobs set up in a department on a temporary basis or to temporary additions in production crews if the duration of such jobs does not exceed a period of sixty (60) calendar days. In filling such temporary jobs preference will be given to senior employees in the department, subject to paragraphs 8.03 to 8.07 inclusive. The Union office shall be notified in writing of the starting and finishing dates of such jobs, where such jobs are expected to exceed one week in duration. Should the duration of the above jobs exceed sixty (60) calendar days, such jobs will be posted. Employees assigned to the temporary jobs in the above will return to their former jobs when such temporary additions are no longer required.

8.37

**23. Reduction of Force, Bumping and Layoff**  
**Definitions:**

- (a) The term “reduction of force” applies only to an employee released from his department through no fault of his own. 8.38
- (b) The term “layoff” applies only to an employee released from the Company owing to his inability to exercise bumping privileges in accordance with the provisions of paragraphs 8.51 to 8.65 inclusive. 8.39
- (c) For the purpose of this Agreement, the term “bumping” shall be defined as the displacement of the junior employee on the specific job selected by a senior employee in accordance with paragraphs 8.03 to 8.07 inclusive, and the seniority rights under this ARTICLE VIII. Such “bumping” privileges must be exercised within ten (10) calendar days from date of notification. Should an employee be retained on a job other than his job on record beyond ten (10) days from date of exercising “bumping” privileges, he shall be paid in accordance with paragraphs 3.19 to 3.27. When an employee “bumps” the junior employee on a job in which there are multiple shift arrangements, all employees now on this job may claim shift arrangement preference only in order of seniority. This reschedule 8.40



will be effective after employee preferences are known and at an opportune time.

24. **In** the event of a reduction of force in a department, employees whose jobs are affected by the reduction of force having sufficient seniority to retain them in the department must displace another employee within the department in accordance with the provisions of paragraphs **8.03** to **8.07** inclusive. In addition an employee who would be forced to bump in his department, to a job in which he has no related experience or to a job class six (**6**) or below shall at his request be released to the Personnel Department, to exercise bumping privileges to any job that he can perform satisfactorily. **8.41**

Those employees who are released from the department will immediately report to the Industrial Relations Department and exercise bumping privileges in accordance with the provisions of paragraph **8.40** and paragraphs **8.51** to **8.65** inclusive.

- 25 Waiver of Seniority** **8.42**  
Notwithstanding any of the foregoing, if, in the event of a reduction of force or layoff due to lack of work, it is necessary to retain an employee because of his knowledge, training, skill and efficiency, in order **to** maintain an efficient operation, seniority shall be waived for such essential jobs, subject to paragraph **8.43**.

26 In order to avoid any discrimination, such essential jobs being held by employees **with** less seniority than those being released from their departments or laid off will be posted for a period of five (5) calendar days. Any employee in the plant may apply and the senior qualified employee will be considered the successful applicant, **as outlined in articles 8.03 to 8.07 and 8.57 to 8.61 inclusive.** 8.43\*

\*see item 12 - letter of understanding

27. **Reduction In Force/Layoff Exclusions** 8.44  
Neither the term “reduction in force” or the term “layoff” shall refer to:

- (1) Reassignments of personnel within a department due to employees being sent home for one (1) week or less for a temporary reason, or
- (2) Reassignments, not to exceed thirty (30) calendar days, due to
  - a) temporary fluctuations in production or
  - b) changes in manufacturing procedures. should such a period exceed thirty (30) calendar days, paragraphs **8.38 to 8.43** inclusive shall apply.

28. **Reduction of Hours, Layoff** 8.45  
If it becomes necessary, due to business conditions, to reduce the number of hours of work in any department or to layoff employees,

the following procedure shall be followed:

- (a) as far as practical, all overtime that is not of an emergency nature will be eliminated. 8.46
- (b) if after the reduction of overtime there is not sufficient work to provide a standard work week for those employees under consideration of hours worked before laying off employees. 8.47  
18-2
- (c) The Company will not contract work out that will result in the layoff of employees. When employees are on layoff and it is deemed necessary, by the Company, to employ outside contractors, within the plant, to perform maintenance and service work, the Company will notify the Union, in writing, in advance. The parties shall review the status of employees who may be so affected with a view to finding an acceptable solution. Further it is the intention of the Company to ensure that only qualified tradesmen will perform required trades work. In addition, a committee, of equal numbers of Management and Union Executive members shall monitor all maintenance and service work which is currently, and is to be performed within the plant, by outside contractors. 8.48\*  
2-1

\*see item 17 - letter of understanding

29. Layoff Procedures

When layoffs are necessary, the Company shall submit to the Union a list of the employees who are to be laid off at least seven (7) calendar days prior to the date of layoff. Such notice shall not be construed as any guarantee of work or pay in lieu of work ~~during~~ the notice period. This list will be used to determine the number of jobs available at the bottom of the Master Seniority List which will equal to the total number of employees to be released from all the departments affected. The layoffs or releases shall be in reverse order of seniority except where it is necessary to retain an employee because of his ~~knowledge, training, skills, and efficiency as provided for in paragraphs 8.42 and 8.43.~~ <sup>26B-1</sup> If the Union alleges that the ~~procedure as~~ outlined is not being followed, the employees in question shall be retained at work until it has been discussed with the Union representatives in the department concerned, and agreement has been reached that the procedure has been followed, or a fair attempt has been made by the Company to reach such agreement with the Union.

8.49

8.50

30. Bumping Rights

Probationary employees shall have no bumping rights.

8.51

31. All employees (excluding probationary employees) with less than one year's seniority

8.52

shall have no bumping rights outside of their own department, but upon release from their department shall be placed by the Company in a job occupied by an employee at the bottom of the Master Seniority List, provided he has the ability to perform the job satisfactorily, and shall be released from the Company in reverse order of seniority.

- 32. **An** employee who refuses to accept a job from the list of jobs available will be laid off. 8.53
- 33. An employee with more than one but less than seven (7) years seniority shall in the event of a reduction of force have the right to bump to any job occupied by an employee with less seniority provided he has had experience related to that job sufficient to provide him with the necessary knowledge, training, skill and efficiency together with the physical requirements to permit him to satisfactorily perform the work of the employee he displaces with a minimum of instruction as determined by supervision. 8.54
- If an employee cannot claim rights under this proviso, he may exercise his seniority to claim a job from the list of jobs available at the bottom of the Master Seniority List. 8.55
- If the employee does exercise his rights under this proviso, and fails to meet job requirements within the Company's recognized standards of efficiency, he will be placed on a suitable job from the list of jobs available at the bottom of the Master Seniority List and the employee 8.56

- whom he displaced will return to that job. **An** employee who refuses to accept a job from the list of jobs available will be laid off.
34. An employee with seven **(7)** or more years seniority may, in the event of a reduction in force, replace any employee in the Bargaining Unit with less seniority: provided it can be reasonably assumed that he can acquire over a period of 160 working hours sufficient ability to perform the job satisfactorily. If after this training period it appears that an employee will not be able to satisfactorily perform the new job to which he has been transferred, he shall not be granted a second training period, but this shall not affect his seniority. If his seniority still makes it possible, he shall replace the lowest seniority employee on the Master Seniority List who occupies a job which he can perform otherwise he will be laid off until a satisfactory job becomes available. Should the junior man, who is to be displaced, be qualified in his job which has learner hours, then the following regulations will determine the senior man's rights under this Article.
- In the case of a job carrying 520 learner hours, the senior man will be given 260 hours to demonstrate to the Company that he can perform such work satisfactorily. If after this training period it appears that an employee will not be able to perform satisfactorily then his rights shall be as outlined in 8.58 above.
- In the case of a job carrying 1040 learner hours, the senior man must have at least 520 hours to

**8.57**

**8.58**

8.59

**8.60**

**8.61**

- his credit to displace a junior fully qualified man.
35. In the case of a job carrying **1560** learner hours, the senior man must have at least **780** hours in his credit to displace a junior fully qualified man. **8.62**
36. **An** employee released from his department shall retain departmental seniority rights in his former department for a period of one (1) calendar year from the date of his release, and if returned to his former department within that period, shall have continuous departmental seniority. **8.63**
37. **Transfer of Unit or Job** **8.64**  
 Should the company determine that a unit or job be changed from one department to another for any reason, the employees so affected by such change shall have the right to:
- (1) accept the new department number and be granted full departmental seniority rights only in the new department, or
  - (2) bump a junior employee in the original department.
38. Employees who are supernumerary because of bumping will be paid: **8.65**  
 The lower rate of the job from which they transferred or at a rate two (2) job classes below the standard rate of the job to which they bumped or were transferred.

39. **Re-Hiring After Lay-off Due to Lack of Work**
- (a) In the process of rehiring after a layoff due to lack of work, the former employee having the greatest plant-wide seniority on the recall list shall be the first to be recalled to work. 8.66
  - (b) **An** exception to the above will be made should it become necessary to recall a former employee because of his knowledge, training, skill and ability in order to maintain **an** efficient operation. In such event, the first former employee on the recall list having the necessary **job** requirements shall be recalled to work, providing the provisions of paragraph 8.22 of this Article have been completed. 8.67  
8.68
  - (c) In the event there is any dispute concerning the required qualifications outlined above, the provisions of paragraphs 8.03 to 8.07 inclusive shall apply. 8.69
40. **Recall Procedure** 8.70
- A former employee eligible for **recall** will be notified by the Company that work is available for **him and** that he will be required within seven (7) days from the date of notification to indicate to the Company whether or not he is returning promptly. Notification by the Company shall be confirmed by registered letter mailed to the last address recorded with



the Industrial Relations Department.

(a) A former employee so notified may, in writing, decline to accept the job offered if it is not within his regular trade or occupation. In such case his name will be moved to the bottom of the recall list and he will forfeit his turn for recall unless the occupation of his choice becomes available. In addition, the following conditions will apply for recall to short term employment. 8.71

- 1) Where the Company has determined that a recall to work may be for a relatively short period of time, employees shall be so notified at the time of recall.
- 2) Employees may decline such recall without suffering loss of recall rights as outlined in paragraphs 8.66 through 8.73.
- 3) Employees declining such a recall shall not be notified of further short term employment opportunities until such time as they advise the Company, in writing, that they wish to be so notified.
- 4) Employees declining recall to work of a relatively short period of time shall have no seniority rights to such work if it becomes more regular in nature.

- (b) If a reply is not received within seven (7) days he shall lose all seniority rights and the rehiring privilege will pass on to the former employee next in line. 8.72
- (c) In any event, the former employee must report for work within a period of fourteen (14) calendar days after the mailing or other communication of such notice. 8.73
41. **Shift Schedule Preference** 8.74  
Consideration shall be given to employees on the basis of seniority of working one, two, three or four shift schedules within their departments. When such openings occur, they will be posted within the department concerned for five (5) days and priority will be given to the employees presently in that occupation on the basis of seniority, provided in the opinion of the Company the employee is qualified to perform the work satisfactorily, and the assignment will not interfere with the orderly operation of the plant.
42. **Hardship Clause** 8.75  
If the provisions of the seniority policy should cause undue hardship to any employee or group of employees, it shall be the subject of discussion between the Management and the Union Executive, and they may decide mutually upon a special arrangement if this is felt advisable.

- Any such arrangement shall be in writing and signed by the proper authorized representatives. 8.76
43. **C.W.S. Change or Job Elimination**
- Job combinations and/or additions to the job description shall be put into effect no sooner than ten (10) working days after the Union Executive have been formally notified. 8.77
- An** employee whose classification has been changed by one full job class under C.W.S., because of job combination or the addition or deletion of conditions or duties or an employee whose occupation has been indefinitely eliminated due to causes other than a reduction in force or layoff shall have the following choices subject to paragraphs 8.03 to 8.07 inclusive. 8.78
- (1) Priority in claiming the new occupation if any, which replaces the eliminated occupation, provided that there is no fully qualified applicant for the new occupation. The employee will be given the necessary training required to perform the new job in a competent manner: or 8.79
- (2) Plant-wide bumping rights subject to paragraphs 8.54 to 8.62 inclusive. 8.80
44. The placement of partially disabled employees will be undertaken in accordance with Appendix “B” of this Agreement. 8.81

45. If a layoff for a period longer than thirty-six (36) months is caused by an extended period of depressed business conditions, the Company and the Union may agree mutually to extend the seniority and recall rights of the former employees laid off. **8.82**

**46. Transfers to and from the Hourly Bargaining Unit**

If an employee has acquired seniority rights in the Hourly Bargaining Unit and is subsequently transferred to a position outside the Hourly Bargaining Unit, his seniority rights on return to the Hourly Bargaining Unit shall be as follows: **8.83**

(a) If he transferred to a position covered by another Bargaining Unit, he shall lose all seniority rights in the Hourly Bargaining Unit. **8.84**

(b) If he transferred to a position of a Supervisory nature. **8.85**

1) Prior to May 16, 1968 he shall be credited with seniority rights up to May 16, 1968, and on his return to the Hourly Bargaining Unit may return to his former job. If his accredited seniority is not sufficient to place him in his former job, then to another job at the same job class or lower in his former department, or if his seniority

is not sufficient to place him in his former department, he shall be assigned to the job occupied by the employee with the lowest seniority on the Master Seniority List that he can perform.

- 2) After May **16, 1968** and **Prior** to February **17, 1976** he shall be credited with the seniority he acquired up to date of transfer and, on his return to the Hourly Bargaining Unit may return to his former job under the same conditions **as** in **1** above. 8.86
- 3) After February **16, 1976**. **If** transferred for a period of over two **(2)** months in any calendar year then returns to the Bargaining Unit, he will be credited only with the seniority he acquired while a member of the Hourly Bargaining Unit and will not receive any seniority credit after the two **(2)** month period. On his return to the Hourly Bargaining Unit, his accredited seniority shall only entitle him to replace the junior man in his former department, and he will not be considered to have one year **of** continuous service in that department. **If** his accredited seniority **is** insufficient to allow him to replace the junior man in his former department, he shall be assigned to the job occupied by the 8.87\*

employee with the lowest seniority on the Master Seniority List that he can perform.

\*see item 6 - letter of understanding

4) After February 16, 1976. If transferred to a supervisory position for the purpose of replacement for illness or injury he shall be credited with continuous seniority to the date of his return to the Bargaining Unit, provided he returns to the Hourly Bargaining Unit within six (6) months of such transfer. In any event, if such transfer continues beyond six (6) months, the affected employee shall return to the Hourly Bargaining Unit under the terms of 8.87 above. Any such period of transfer shall apply to one individual's sickness or injury. **Such six (6) month period may be extended by up to thirty (30) days during which the supervisor being replaced is reassigned for rehabilitation purposes.** 8.88

(c) It is agreed that the Company shall notify the Union Office in writing each time an employee is transferred to a position not covered by this Agreement and the date when the employee returns to the Hourly Bargaining Unit. Failure on the part of the Company to provide such notices of transfers shall result in the loss of the employee's seniority during such period. 8.89

**47. Training Provision:**

- 29a*
- (a) It is agreed that the Company may exercise the right to place employees in jobs within the Bargaining Unit for the purpose of training for any positions excluded from the Bargaining Unit. 8.90
- (b) It is agreed that such employees may perform any or all functions of such training by the incumbent on such jobs within the Bargaining Unit. 8.91
- (c) It is agreed that the Company will advise the Union Office in writing in advance of any employees placed in jobs within the Bargaining Unit for the purpose of training, together with the dates that such training commences and ceases. 8.92

**48. Apprentices:**

- (a) Indentured apprentices shall be on probation for a period of ninety (90) calendar days following the date of their most recent hire with the Company. Upon the completion of the first thirty (30) calendar days of the probationary period, such indentured apprentices shall become eligible for membership in the Union, and the Union may represent them in all matters covered by this Agreement; except that the Company shall have the right to discharge peremptorily such apprentices during the period of probation. Such discharge shall not be subject to the grievance procedure 8.93
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unless the Company's action is exercised in an unjust or discriminatory manner.

- (b) It is agreed that the Company shall have the unilateral right to hire or select, promote, demote, transfer, discipline, or discharge for just cause, including failure to progress in the Apprenticeship Program, indentured apprentices enrolled in the Apprenticeship Programme for trades jobs. The Company shall determine the Apprenticeship Programme applicable to each trades job for which such a programme is desirable, establish the schedule of apprentice training and specify the conditions of progression. 8.94\*

\*see item 13 - letter of understanding

- (c) In such trades as an Apprenticeship Programme is deemed desirable by the Company, the ratio of apprentices to tradesmen shall be one (1) to five (5) with the provision that one (1) apprentice may be employed and trained in each such trade even though the number of tradesmen employed in that trade is less than five (5). Notwithstanding the fact that job posting procedures apply to all permanent openings, it is hereby agreed that for every two (2) openings filled under the job posting procedures, one (1) direct hiring may be allowed. 8.95

- (d) It is agreed that, during the first three 8.96



quarters of his Apprenticeship Programme, an apprentice will not displace an incumbent tradesman and will only assist such incumbent tradesman for purposes of training. During such period the incumbent tradesman will assist in training the apprentice and will suffer, no loss of earnings.

- (e) It is agreed that during the last quarter of his Apprenticeship Programme, an apprentice may work alone as directed by the tradesman to whom he has been assigned with the understanding that he will not displace an incumbent tradesman for the purpose of training. During such period, the incumbent tradesman will assist in training the apprentice and will suffer no loss of earnings. 8.97

- (f) Upon successful completion of apprenticeship, the employee will be assigned to the intermediate rate of the respective trades job as listed in sub-section 5.03 of "The Manual". Assignments to the standard rate of the respective trades jobs will be made in accordance with the provisions of "The Manual". 8.98

49. **Leaves of Absence - Personal**

- (a) Requests for leaves of absence without pay, exceeding seven (7) calendar days but not exceeding ninety (90) calendar days, made in writing to the Department Head by 8.99

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employees for personal reasons or emergencies, may be granted provided such reasons are substantiated to the satisfaction of and are approved by the Company. The Company shall reply in writing:

- 1) Within fifteen (15) calendar days of receipt of such requests for leaves of absence submitted during the same calendar year.
  - 2) On or by January 1st for such requests for leaves of absence submitted during the previous calendar year.
- (b) Leave of absence for more than ninety (90) calendar days shall not be granted and **seniority** rights cannot be extended beyond this period, but consideration may be given for a further extension in special cases of sickness or accident. 8.100
- (c) No employees shall be granted leave of absence to accept other employment. The Company, however, reserves the right to grant special leave of absence to any employee for training in other plants, technical and military training. 8.101
50. **Leaves of Absence - Union Duty** 8.102  
Leaves of absence without pay will be granted to Union members.
- (a) To hold office in the Independent Canadian Steel Workers Union, or,
  - (b) To undertake special training courses

prescribed by the Union at Union expense,  
or

- (c) To hold office in the labour organization with which the Independent Canadian Steel Workers Union, is affiliated.

A member of the Union who has been granted leave of absence from his regular work or any person employed or engaged by the Union is not permitted to enter the plant without first securing a pass or written authority from the Manager of Industrial Relations or his designated representative. 8.103

### ARTICLE IX - VACATIONS

- 1. The Vacation with Pay Plan covering hourly-rated employees is in accordance with the Employment Standards Act and the regulations made under the Act. 9.01
- 2. The purpose of this plan is to provide vacation with pay for employees on hourly wage rates and in so doing to furnish them annually with a period of rest and recreation. Except as provided in paragraph 9.08 or 9.09 vacation pay will not be allowed for vacation not taken. 9.02
- 3. **Eligibility:**  
An employee having at least ninety (90) calendar days seniority, but less than twelve (12) months' seniority prior to July 1 of each year, shall be paid vacation pay on a pro-rata basis from his most recent date of hire. 9.03

4. Each employee who prior to July 1 of that and each subsequent calendar year has seniority for the following periods shall receive between January 1 and December 31 of each calendar year, a vacation with pay as follows: **9.04\***
- Less than 1 year, 1 day per month, maximum (10) days
- 1 year, but less than 5 years 2 weeks (10) days *01 02*
- 5 years, but less than 9 years 3 weeks (15) days *05 03*
- 9 years, but less than 19 years 4 weeks (20) days *09 04*
- 19 years, but less than 25 years 5 weeks (25) days *19 05*
- 25 years and over 6 weeks (30) days *25 06*

\*see item 14 - letter of understanding

5. **Discharge, Quit or Layoff** **9.05**  
 Any employee who upon completion of twelve (12) months' seniority resigns, dies, is discharged, or is laid off due to lack of work, shall receive with his final pay the percentage of vacation pay due him. For employees with less than one year's seniority, the provisions of the Employment Standards Act will apply.
6. If an employee is laid off and is subsequently reinstated during the vacation year, he shall receive vacation pay in accordance with his seniority only for period of actual employment **9.06**

during the vacation year for which no vacation credit has been received.

7. **Workmen's Compensation:**
- (a) Any employee whose services have been interrupted as a result of an injury sustained while in the employ of the Company and who is eligible for or has received Workers Compensation, shall be considered as continuously employed for purposes of vacation or vacation pay. 9.07
  - (b) Any employee who has been declared a total disability will be paid for full vacation for the year in which his compensation award is made. 9.08
8. **Non-Occupational Injury:**
- (a) Any employee who is off work due to certified sickness or non-occupational injury whose disability does not exceed six (6) months, shall be eligible for vacation or vacation pay and his total service shall be considered as having been continuous. 9.09
  - (b) Any employee who is sick or disabled on account of non-occupational injury whose disability exceeds six (6) months will not be eligible for vacation, but shall receive the percentage of vacation pay due him based on his total earnings from July 1st of the previous year to date of layoff. 9.10
9. Retirement:
- An employee's normal retirement date is the first of the month following his 65th birthday. 9.11

Any employee retiring from active employment with the Company due to reaching retirement age (65 years) shall receive vacation pay in accordance with his seniority as soon as possible after January 1st of the year following his retirement date.

10. **Vacation Pay Calculation:**

(a) The basis of vacation pay shall be as follows: One day's vacation pay shall be eight (8) hours times the average hourly rate determined over a five week period just prior to May 15th or one-fifth of 2% of the total previous calendar year's earnings whichever is greater. This amount multiplied by the number of days to which an employee is entitled will represent the total value of an employee's vacation pay. Subject to the provisions of paragraphs 9.20 to 9.30 inclusive, an employee taking all or any portion of his vacation prior to May 15th will receive vacation pay for such vacation calculated at one-fifth of 2% of the total previous calendar year's earnings. If it is subsequently determined that his earnings over a five week period just prior to May 15th would result in a greater amount of vacation pay for vacation taken prior to May 15th adjustment in his favour will be made.

(b) **Qualification for Holiday During Vacation**  
If a recognized holiday (in terms of this

9.12

9.13

9.14

Agreement) falls in an employee's regular vacation period, he shall be reimbursed for such holiday on the basis provided in Article V, provided that:

- 1) Employee has acquired seniority status (ninety(90) calendar days). 9.15
  - 2) Employee works his last regular scheduled shift immediately prior to the vacation period. 9.16
  - 3) Employee reports for work on his first regular scheduled shift immediately following the vacation period. 9.17
  - 4) He is granted permission in accordance with paragraph 5.19. 9.18
- (c) **Vacation pay** will be paid the week previous to the week in which the employee is scheduled to be on vacation. 9.19
- (d) **Vacation Pay Bonus:** Effective February 17, 1969, ~~an~~ employee shall receive an additional vacation payment equal to 20% of the appropriate amount calculated in accordance with paragraphs 9.11 to 9.18 inclusive. 9.20

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#### 11. **Vacation Scheduling**

- A one (1) week vacation shall consist of seven (7) consecutive days: 9.21
- A two (2) week vacation of fourteen consecutive days; 9.22
- A three (3) week vacation of twenty-one (21) consecutive days; 9.23
- A four (4) week vacation of twenty-eight (28) 9.24

consecutive days; and,

A five (5) week vacation of thirty-five (35) consecutive days; and, **9.25**

A six (6) week vacation of forty-two (42) consecutive days provided, however that in the event the orderly operations of plant so require, the three (3) week vacation may be scheduled in one period of fourteen (14) consecutive days and another period of seven (7) consecutive days; and the four (4) week vacation may be scheduled in one (1) period of fourteen (14) consecutive days, and two other periods of seven (7) consecutive days each and the five (5) week vacation may be scheduled in two (2) periods of fourteen (14) consecutive days and another period of seven (7) consecutive days, and the six (6) week vacation may be scheduled in two (2) periods of fourteen (14) consecutive days and two (2) periods of seven (7) consecutive days. **9.26**

Weekend Schedule re: Vacations

Reasonable effort will be made to schedule employees off on the Saturday and Sunday immediately preceding their vacation period, and the Saturday and Sunday immediately following their vacation period when an employee's vacation begins on a Monday. Where in the opinion of the Company, such day off does not interfere with the orderly operation of the plant. **9.27**

12. The vacation period will be between January 1st and December 31 (inclusive). **9.28**



The Company reserves the right to schedule eligible employees on vacation during the annual shutdown period. Employees who work during the shutdown period, or employees who are eligible prior to July 1 of each calendar year for vacation in excess of two weeks will take the vacation to which they are entitled in accordance with the provision of paragraph 9.30.

9.29

**13. Vacation Schedules**

Vacation schedules in accordance with an employee's seniority and eligibility as defined in paragraphs 9.03 and 9.04 shall be posted in each department by January 1st of each year. The Company reserves the right to make changes in these vacation schedules at any time when it considers such action necessary in order to maintain efficient plant operations, it is agreed, however, that when such changes are necessary, the employees concerned shall have the right to select their new vacation periods provided that the re-scheduled vacation dates shall not create a serious disruption to production or maintenance efficiencies. If such occurs, the new schedule will be established in order of seniority. After the departmental vacation schedule has been posted, it is agreed that the Company may request an employee to select another vacation time only once during any one vacation period.

9.30\*

\*see item 14 - letter of understanding

14. **General Regulations:** 9.31  
Vacations may not be postponed from one vacation period to another, and will be forfeited unless completed during the vacation period.

**ARTICLE X  
ADJUSTMENT OF GRIEVANCES**

1. Any differences arising between the Company and the Union or between the Company and any of the employees covered by this Agreement, respecting the interpretation, application, administration or alleged violation of this Agreement (except as provided for the settling of disputed job classifications as outlined in the Job Classification Manual - Appendix "A"), including any question as to whether a matter is arbitrable shall be dealt with in accordance with the provisions of this Article X. 10.01  
Discharge or discipline without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure. 10.02  
Exercises of Management's rights and powers under Article II of this agreement which are not in conflict with or in violation of any of the provisions of this Agreement shall not be grievable or arbitrable under this grievance procedure. 10.03
2. **Suspension for Discharge:**  
(a) In the exercise of its rights to discharge for 10.04

cause, the Company agrees that no employee shall be peremptorily discharged, but that in all instances in which the Company may conclude that an employee's conduct may justify discharge, he shall be suspended for discharge for a period of five (5) working days and shall be considered discharged at the end of that period unless the suspension is revoked during such period. During such period of suspension, the suspension for discharge shall be discussed with representatives of the Union. If a grievance is filed, it may be presented at the step prior to arbitration within five (5) working days following the discussion of such discharge with the Union representative.

- (b) In the event it shall be decided by the Company or by the arbitrators that an injustice has been dealt, the suspended for discharge or discharged employee, the Company shall reinstate such employee upon such conditions and with or without compensation at the employee's average hourly rate of pay for the time lost as agreed upon between the Company and the Union or as determined by the arbitrators under ARTICLE X of this agreement. 10.05

3. **Grievance Procedure:**

The parties agree, that it is desirable that any complaints or grievances should be adjusted as 10.06

quickly **as** possible. Employees must try to settle their complaints with their immediate supervisor as soon after they originate as possible.

Any employee who believes that this Agreement has been violated with respect to him, shall discuss his complaint with his supervisor with or without his Steward and/or Chief Steward being present **as** the employee may elect. Should a grievance arise after the employee has discussed his complaint with his supervisor it will be processed in the following manner within ten (10) working days of the event or within ten (10) working days from the time that the employee should have known of the event upon which the grievance is based. 10.07

**(a) First Step** - The grievance shall be presented in writing to the foreman. It shall be dated, signed by the employee concerned and his steward. It shall contain such information and facts as may be of aid to the Company and the Union in arriving at a fair, prompt and informed decision. The foreman shall answer the grievance, in writing, and return it to the Union within three (3) working days of receipt of the grievance. 10.08

**(b) Second Step** - To be accepted at the second step, the grievance shall be presented, in writing, to the Departmental Superintendent within three (3) working days of receipt of 10.09

the foreman's answer. The Superintendent shall discuss the grievance with the appropriate Union representatives and shall answer the grievance, in writing, and return it to the Union within five (5) working days of receipt of the grievance.

- (c) Step Three - To be accepted at the third step the grievance shall be presented, in writing, to the Plant Manager within seven (7) working days of receipt of the Departmental Superintendent's answer. The Plant Manager shall discuss the grievance with the appropriate Union representatives and shall answer the grievance, in writing, and return it to the Union within seven (7) working days of receipt of the grievance. 10.10

4. The Company shall reimburse Union Representatives for time lost due to necessary attendance at grievance meetings at the representatives average earned rate as follows: 10.11
- Step Two: To a maximum of four (4)  
Step Three: To a maximum of three (3)

**5. Arbitration**

The Union may within ten (10) working days after the third step decision give written notice to the Company that it intends to submit the matter to arbitration, naming its arbitrator. Within ten (10) working days after receiving such notice, the Company shall designate its arbitrator in writing to the Union. The two 10.12

arbitrators so designated shall within ten **(10)** working days select the third arbitrator and if they fail to do so, either party may apply to the Minister of Labour of the Province of Ontario to nominate a Member of the Judiciary of the Province of Ontario to act as Chairman. The three arbitrators ~~so~~ selected shall promptly hear the merits of the controversy and by majority vote shall promptly render a decision thereon which may be retroactive to the date that the grievance was first presented and shall be final and binding. The expense of the third party or Chairman shall be borne equally by the Union and the Company. The jurisdiction of the arbitrators shall be limited to differences which are grievable under this grievance procedure. The arbitrators shall have no jurisdiction to add to, vary, alter, extend or waive the application of any of the provisions of this Agreement, or to give any decision or award in violation of or in conflict with any of the provisions of this Agreement. No person shall be appointed ~~as~~ a representative who has participated in prior efforts to settle the grievance to be arbitrated.

**6. Requests for Delay**

The Company and the Union will honour requests for reasonable delay in processing grievances. However, should no request for delay be made by either party, and no answer be given within the specified time, the grievance may be presented at the next step. Should no

10.13

- request for delay be made and the grievance not presented at the next step within the prescribed time limits, the grievance shall be considered as having been dropped. Time limits referred to in the Grievance procedure shall not include Saturdays, Sundays, Statutory Holidays, as provided in this Agreement, or plant shutdown.
7. **Attendance by Others** 10.14  
 The Company or Union may request the attendance of other employees and/or members of the plant supervisory staff for discussion at any time in steps “Two and Three and Arbitration” when in the Company’s or the Union’s opinion to do so may help in arriving at a settlement.
8. The Union may call in an official of the Labour Organization with which the Union is affiliated when in the Union’s opinion to do so may help in arriving at a settlement in steps “Two and Three”. 10.15
9. Wherever an official of the Company or Union is designated by title, it is understood to include provision for any designated representative that may be appointed by the Company or Union to act as an alternate. 10.16
10. It is agreed that the number of steps in the Grievance Procedure shall remain constant during the term of this Agreement despite possible changes in designated Company titles. 10.17
11. **Time Off Requests** 10.18  
 Such Officers, Directors, Stewards, or

- appointees of the Union, who are employees actively on payroll of the Company, shall be permitted time off with pay ~~as~~ may reasonably be required for the following purposes:
- (a) First: To attend such meetings with the Company's representatives as are hereinbefore provided pertaining to matters relating to this Agreement, and, 10.19
  - (b) Second: To transact with the Company's representatives at reasonable times legitimate business relating directly to the matters covered by this Agreement after notice to and permission obtained from their Foreman. 10.20
12. Whenever the Company is of the opinion that it is desirable to hold a meeting with reference to ~~the matters covered in this Agreement, the Company may do so and call the Officers, Directors, Stewards, and any other officials, representatives or appointees of the Union with authority to act or such employees as may be deemed necessary and in such event shall pay~~ employees in attendance at the standard hourly rate. 10.21
13. If any complaint by the Company discussed in accordance with paragraph 10.21 is not settled to the mutual satisfaction of the conferring parties, the Company shall present its grievance in writing to the Union within seven (7) working days. The Union will submit its reply within seven (7) working days and if no 10.22



satisfactory settlement is reached, then the Company may within ten (10) working days give notice to the Union that it intends to submit the matter to arbitration, naming its arbitrator and the arbitration procedure outlined in paragraph 10.12 shall be followed:

**14. No Strikes or Lockouts**

The Company and the Union recognize that the provisions in the grievance procedure of this Agreement are adequate for the settlement of all differences that may arise out of any matter covered by this Agreement. The Union, therefore, agrees that it will not promote or authorize a strike, walkout, slowdown or work stoppage as a result of any such difference, and the Company agrees that it will not authorize any lock-out of employees so long as this Agreement continues to operate.

**10.23**

**ARTICLE XI  
GROUP BENEFITS PROGRAMME**

The Company agrees to provide the following level of benefits under the Group Benefits Plan for the duration of this Agreement subject to and in accordance with the terms and plans:

**11.01**

- i) Group Life Benefit
- ii) Group Accidental Death and Dismemberment Plan
- iii) Group Weekly Indemnity Benefit
- iv) Group **Long** Term Disability Benefit

- v) Group Drug Plan 70 F, J, E H 100
- vi) Group Major Medical Plan 766-1
- vii) Group Basic Dental Care Plan
- viii) Group Survivor Income Benefit
- ix) Ontario Health Insurance Plan

The Company further agrees that during the term of this Agreement, it will pay one hundred per cent **11.02** (100%) of the premiums of the above-noted benefits from the effective date of such benefits with respect to employees.

**i) Group Life Benefit**

1. (a) To provide for Life Insurance, in the amount of \$25,000 in the event of the death (from any cause) of a regular employee effective from March 12, **1982.** 11.03  
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(b) ~~To~~ provide for life insurance in the amount of \$3,500 in the event of death (from any cause) of an employee who retires, under the pension plan of the Company and the Union, effective from March 8, **1979.** **11.04**

**ii) Group Accidental Death and Dismemberment Plan Effective March 12, 1982**

1. (a) ~~To~~ provide for coverage, in the amount of \$25,000 in the event of the death, (from a non-occupational accident) of a regular employee; occurring within 365 days of such accident. Such amount payable in 11.05

- addition to the amount of Life Insurance.
- (b) To provide for coverage in the event of dismemberment of a regular employee, occurring within 365 days (and **as** a result) of a non-occupational accident. Such coverage to vary in amount contingent upon the specified loss. 11.06
2. Coverage subject to specified circumstances. 11.07
- iii) **Group Weekly Indemnity Plan**
- To provide a weekly benefit of \$339 for regular employees for disabilities commencing on or after **the date of ratification of this Agreement**. Such benefit payable beginning with the: 1st day of non-occupational accident; 1st day of non-occupational surgical interference; 1st day of hospitalization; 8th day of non-occupational illness. 11.08
- Such benefit to continue until the employee returns to work or for a maximum period of 26 weeks, whichever is the sooner. 11.09
- The Company agrees to match the maximum Unemployment Insurance Benefit payable on or after January **1st** of each year of this Agreement for all disabilities which arise on and after that date. 11.10
- 74*  
*22339*

To ensure that employees receive Weekly Indemnity Insurance or Workers' Compensation Benefits with a minimum delay, the Company will advance, upon request of the employee, an amount equal to the amount of Weekly Indemnity benefit payable for each benefit entitlement period. Payment of the advance **will** be made during the week of request provided that:

- i) the employee co-operates in completing the necessary documents to support his claims.
- ii) the employee agrees, in writing, to reimburse the Company for any monies **so** advanced.
- iii) ten (10) days have elapsed since the date the employee filed his completed application for benefits.
- iv) in any event, the Company will not advance in excess of four (4) weekly indemnity payments to the employee, where the facts related to the claim are in dispute.

iv) Group Long **Term Disability**

(1) To provide a monthly benefit of **\$500** 11.12  
(payable on a weekly basis for regular employees for disabilities commencing on or after **February 17, 1987. Effective February 17, 1988, increase the monthly benefit to \$600 for disabilities commencing after that date. Effective February 17, 1989 increase to \$700 for disabilities commencing after that date. Effective February 17, 1990 increase to \$800 for disabilities com-**

*def 75*  
*999<sup>0600</sup>*  
*0700*  
*0800*

- mencing after that date.**
- Such benefit to commence following completion of the 26 week Group Weekly Indemnity Benefit, for employees who, because of non-occupational injury or illness, are unable to perform their own or such disability jobs as may be established by the Company. 11.13
- (2) For those employees receiving a Long Term Disability benefit prior to March 12th, 1982 (and who remain eligible) the benefit will be increased to \$450 per month from March 12th, 1982 and shall be paid in accordance with current terms and conditions. 11.14
- v) **Group Drug Plan**
- (1) To provide coverage, for full time regular employees and their eligible dependents, for prescriptions, issued by a licenced physician or dentist for covered drugs. 11.15
- (2) The plan to provide for the employee to pay 35¢ per prescription purchased and the insurance company to pay the balance directly to the pre-authorized participating pharmacy. 11.16
- (3) Effective February 17, 1979 an employee who is a member of the pension plan, and who, having **not less than thirty years of credited service will upon choosing early retirement,** 11.17

have the Group Drug Plan maintained until age sixty-five or death, whichever is the sooner (contingent upon maintaining residence in Ontario).

vi) **Group Major Medical Plan**

(1) To provide coverage for full-time regular employees and their eligible dependents in the amount of 100% reimbursement of insured charges which, during any one calendar year exceeds \$50. 11.18

(2) The Group Major Medical Plan will include: 11.19

- a) Semi-private hospital care: 707-10
- b) Vision care, to a maximum of \$75 per insured person in any two year period, effective from March 12, 1982, and 706
- c) Hearing care, to a maximum of \$300 per insured person in any three year period. Such hearing care benefit to become effective only after an employee has been eligible for the Group Major Medical Plan for three years. 70 H 50

viii) **Group Basic Dental Care Plan**

(1) To provide either coverage for full-time regular employees and their eligible dependents in the amount of 100% reimbursement of insured charges 11.20

during any one calendar year based on the **1985** O.D.A. (Ontario Dental Association) Schedule of Rates effective January 1st, **1988**, the **1986** O.D.A. Schedule of Rates effective January 1st, **1989**, the **1987** O.D.A. Schedule of Rates effective January 1st, **1990** and the **1988** O.D.A. Schedule of Rates effective January 1st, **1991**.

(2) Basic service to include examination, consultation, x-rays, scaling of teeth, fillings, surgical removal of teeth, endodontic and periodontic services. **11.21**

(3) Basic services to exclude bridge work, dentures, orthodontia and cosmetic dentistry, dental services not listed under "insured services", services not performed by a licenced dentist, charges in excess of the appropriate O.D.A. Schedule of Rates as outlined in **11.20** and dental services paid through any other source. **11.22**

71-2

(Or) ?

To provide, in lieu of coverage outlined in article **11.20** to **11.22** inclusive above, a Capitated Dental Care Program. Such program shall provide all services outlined in article **11.21** above **plus** bridge work, dentures ~~and crowns~~ but shall exclude orthodontia, cosmetic dentistry, pit and fissure sealants, temporomandibular joint disorder, dental services paid through any other source such as government, services performed in a hospital, fixed major **11.23**

?

- restorations that have to be redone more frequently than every five years and dental services not listed under “insured services” or not performed by a licensed dentist. Participation in the Capitated Dental Care Program shall be as outlined in Item 18 of the letter of understanding.

viii) **Group Survivor Income Benefit**

**11.24**

In the event of an eligible employee’s death while on the payroll, and having completed at least 10 years of continuous service, the “survivor spouse” will receive an income payable monthly.

The benefit in the amount of \$250 per month will be paid monthly in advance beginning on the first day of the month following the death of the employee. The last payment is due on the first day of the month in which the surviving spouse dies except that,

**11.25**

- i) in the event of the death of a survivor spouse, there shall be a minimum of 5 years guarantee period following the death of the eligible employee.
- ii) in the event of the re-marriage of the survivor spouse, the benefit will continue for two years after remarriage.

The term survivor spouse shall mean a person who, at the time of the covered employee’s death, either,

**11.26**

- i) is the legal spouse of the employee, or
- ii) is the common law spouse of the employee who for a period of not less



than three years has been living with the employee, has been publicly represented as the employee's spouse in the community in which the employee resided at the time of death.

**11.27**

In the event the survivor spouse is more than 10 years younger than the employee, the benefit payable **will** be adjusted to the actuarial equivalent determined by the insurance company.

ix) **Ontario Health Insurance Plan**

(1) **To** provide coverage for full-time regular employees and their eligible dependents, for regular hospital services in standard ward accommodation; and covered medical and surgical expenses, etc.

**11.28**

An employee who is a member of the pension plan, and who, having attained **not less than 30 years of credited service**, will upon choosing early retirement, have OHIP maintained until age sixty-five or death, whichever is the sooner (contingent upon maintaining a residence in Ontario).

**11.29**

The Company and the Union will each name two employees to be on a Welfare Committee. The Committee will meet once each quarter, at the request of either party, with a representative of the insurance carrier

**11.30**

to review the experience of the Group Benefits Programme.

**ARTICLE XII  
BEREAVEMENT AND  
JURY DUTY ALLOWANCE**

1. **Bereavement Allowance**

63A-1

In the event of a death of a **member of an** employee's family, the employee will be allowed a reasonable time off not to exceed three (3) days to attend the funeral and will be reimbursed for wages lost by reason of such time off, based on his average hourly earnings **as** defined in paragraph 3.06 of the Collective Agreement. If such employee is unable to attend such funeral he will be allowed one (1) day off for personal reasons, and will be reimbursed for eight (8) hours at the average hourly rate of earnings of his regular job **as** defined in paragraph 3.06. The term "member of the immediate family of an employee" means the legal spouse, **child**, parent, or parent-in-law, grandparent, brother or sister, brother-in-law or sister-in-law, **step parents, son-in-law and daughter-in-law** of such employee at the date of such death.

12.01

For the purpose of this clause, the terms "brother-in-law" and sister-in-law" shall be defined **as** the brother or sister of the employee's legal spouse or the legal spouse of **the** employee's brother or sister.

12.02

2. **Jury Duty Allowance**

63B,C-1

An employee who is called for ~~Jury Duty~~ or as a subpoenaed witness and who by virtue of such

12.03

duty loses time from work shall receive for each day of such Jury or Witness Duty the **difference** between eight (8) hours at the base rate of the employee's regular job and the jury fee or witness fee received for that day. The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court before making any payment under this clause.

**ARTICLE XIII - PENSION**

Effective the 1st of the month following date of ratification, the non-contributory pension plan established ~~the 1st of May 1970~~ will be revised to provide the level of benefits outlined in Appendix "C" 7-2

**ARTICLE XIV - GENERAL WELFARE**

- 1. The Company will continue to make reasonable and necessary provisions for the health and safety of its employees while employed. Proper safety devices and other necessary equipment shall be provided by the Company in accordance with its present practice. 14.01
- 2. When any important change in plant policy is enacted by the Management concerning employees coming under the jurisdiction of the Union, the Union Executive is to be advised and those policies discussed and explained in order that employees' questions pertaining to the said changes in policy can be accurately explained and answered by the Stewards of the Union. 14.02
- 3. A departmental Union Steward shall be called 14.03

- in on all preliminary accident investigations. An attempt shall be made to notify in advance a member of the Health and Safety Executive Committee of ~~the time~~ and location of such meeting. 66-4
4. When formal accident investigations are necessary, a Union Health and Safety Executive representative and steward from the department involved shall be present. The Union Office shall be notified in advance of all such meetings. 14.04 65/1
  5. The composition and function of the Health and Safety Executive Committee shall be: 14.05
 

The Health and Safety Executive Committee shall consist of three (3) permanent members representing Management, and three (3) permanent members representing the Union. 14.06
  6. The function of the Health and Safety Executive Committee shall be to review the current status of the safety programme at Atlas Specialty Steels Division and to discuss and recommend means of improving the overall effectiveness of the programme. 14.07
  7. The Health and Safety Executive Committee shall meet at least once monthly. 14.08
  8. The Company agrees for the term of this Agreement to allow the Union the free use of the meeting rooms for meetings of members of the Union, at times when such facilities are not required by the Company for Company affairs, or is not being rented by the Company to others. 14.09

**ARTICLE XV  
LIST OF AUTHORIZED PERSONS**

1. The Union will periodically furnish to the Company lists of the general officers, stewards, Board of Directors of the Union and other persons duly authorized to act as Union Representatives. 15.01

**ARTICLE XVI - UNION SECURITY  
AND DEDUCTION OF DUES**

1. Inas much as a large majority of the employees covered by this Agreement are members of the Independent Canadian Steelworkers Union, and have indicated support of the Union by voluntary contributions of weekly dues, and further in view of the fact that all hourly-paid employees have benefited under the contract negotiated by the said Union, the Company concedes the Union's request for security of operation under the following conditions: 16.01
2. The Company agrees to deduct weekly Union dues from the wages of each permanent employee covered by this Agreement in the amount determined by the membership and as set out and provided for in the by-laws and constitution of the Union. Such monies will be deducted weekly from the employee's pay. 16.02
3. Upon completion of the first thirty (30) calendar days of the probationary period, such probationary employee shall become eligible for membership in the Union, and Union may 16.03

- represent them in **all** matters covered by this Agreement; except that the Company shall have the unquestionable right to discharge peremptorily such employees during the period of probation. Such discharge shall not be subject to grievance procedure unless the Company's action is exercised in an unjust or discriminatory manner.
4. The Company agrees to deduct weekly Union dues from the wages of each probationary employee covered by this Agreement commencing with the first pay received by the employee following the completion of ~~thirty~~ (30) calendar days service with the Company. 16.04
  5. The contribution of ~~weekly dues to the Union~~ does not obligate the ~~employee to become a member of the Union or to maintain membership in the Union.~~ 16.05
  6. The Company will not collect initiation fees or assessments levied by the Union. 16.06
  7. Such deductions shall continue for the life of this Agreement, or for as long as the employee remains with the Company, whichever period is shorter, and during this period no employee may have the deduction of his dues by the Payroll Department discontinued. 16.07
  8. Such weekly deductions from the wages of all employees shall be paid weekly by the Company to the Secretary-Treasurer, for the time being, of the Union. 16.08

## ARTICLE XVII - AMENDMENTS

1. Amendments to this Agreement may be made upon the mutual consent of the Company and the Union in the following manner: The party desiring an amendment shall notify the other party in writing, setting forth the amendment proposed. The other party shall, within ten (10) days after receipt of such notice, reply in writing stating whether it accepts or rejects the proposed amendment(s) or whether it requests a conference to discuss the same. If a conference is requested, the same shall be held between the duly authorized representatives of the parties of this Agreement within ten (10) days after the delivery of the notice requesting such conference. If the parties hereto mutually agree upon the form of the proposed amendment, it shall forthwith be considered as incorporated in this Agreement. If both parties hereto do not agree upon the form of the proposed amendment no such amendment shall be made. 17.01
2. Any amendment to or deviation from this Agreement must be in writing and must be signed by the President, Vice-president and one other member of the Union's Executive Board and by the Manager of Industrial Relations or his designated representative and one other official of the Company. 17.02

**ARTICLE XVIII**  
**TERM OF AGREEMENT**

1. This Agreement shall remain in force for a period of three (3) years from February 17, 1988, and shall continue in force from year to year thereafter unless in **1990** not more than ninety (90) days, and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination, or proposed revision of this Agreement. 18.01

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized thereunto, the **2nd day of March, 1988**.

FOR ATLAS  
SPECIALTY STEELS

D. Porter  
F. Winter  
R. McArthur  
P. Ventresca  
R. Brochu

FOR THE UNION

V. vocal  
A. Orosz  
M. Ravazzolo  
J. Collings  
J. Agro  
L. Gobbi  
A. Weir



## APPENDIX "A"

1. Appendix "A" shall consist of:
  - The Job Description and Classification Manual for Hourly-rated Production, Clerical, Technical and Maintenance jobs dated January 11, 1963. **A.01**
  - Effective February 17, 1976, sub-section "A" 5.03 of Appendix "A" is amended as follows: **A.02**
  - The following list includes the certain trade jobs covered in 5.02 above. **A.03**
    - Blacksmith     Painter
    - Bricklayer     Patternmaker
    - Carpenter     Pipefitter
    - Electrician     Rigger
    - Instrument     Roll Turner
    - Repairman     Tool Maker
    - Machinist     Welder
    - Millwright     Die Maker
  - The following are also recognized as certain trades or skilled jobs requiring provincial certification or special experience as indicated in paragraph 8.42 of the Collective Agreement, but are excluded from the provisions of this section of Appendix "A". **A.04**
    - Stationary Engineer
    - Mobile Crane Operator
    - Automotive Serviceman
    - Mobile Craneman (Drott)
    - Layerout • Checker
    - Testing Technician (non-destructive)

## APPENDIX "B"

1. A list of jobs suitable for partially disabled employees and mutually acceptable to the Company and Union will be designated as "Disability Jobs." This list will indicate the nature of each job, the physical and mental requirements necessary to perform each job satisfactorily, and the type of disability which would best be suited to each job. **B.01**
2. It shall be the function and responsibility of the "Disability Placement Committee," comprised of an equal number of representatives of Management and the Union, to make the initial selections for the above "Disability Jobs" as they come open as well as any future reassignments. Should two or more partially disabled applicants apply, or subsequent to placement should a disabled employee require one of the above jobs, selection or reassignment by the above committee shall be guided by the, following principles: **B.02**
  - (a) Seniority **B.03**
  - (b) Extent of Disability **B.04**
  - (c) Ability to satisfactorily Perform the Operation. Where factors (b) and (c) are relatively equal, factor (a) shall govern. **B.05**  
**B.06**
3. When an opening occurs in the above designated jobs after this date, such jobs shall be posted with a notation affixed stating that preference will be given to partially disabled applicants in **B.07**

12-2

accordance with the principles outlined in above. Should no such disabled applicant apply, successful non-disabled applicants would be chosen in accordance with paragraphs 8.03 to 8.07 inclusive, but would be subject to future displacement **at** the discretion of the “Disability Placement Committee”.

4. Partially disabled applicants will be required to describe the nature and severity of their disability in the space on the application form. **For** job selection purposes, the legitimacy and severity of disability claims will be established by the Company **doctor**. B.08
5. Should any disagreement arise concerning selection of applicants for the job opening, the final decision will be made by the “Disability Placement Committee”. This Committee may consult the Company doctor if requested to do so by either party. B.09
6. Applicants accepted for jobs on the basis of legitimate partial disability shall not be allowed to apply for other **job** openings in the plant without permission from the “Disability Placement Committee”. B.10

APPENDIX "C" 79-6

PENSION

1. For **normal retirement** (age **65**) a benefit of: C.01
  - (a) **\$12.00** per month per year of credited service prior to May 1st, **1970**, plus,
  - (b) **\$17.00** per month per year of credited service from May 1st, **1970**, forward, to a maximum of forty (40) years.
  - (c) **For employees retiring on or after March 1, 1988 and on or before February 1, 1991 an additional benefit of \$11.00 per month per year of credited service to a maximum of forty (40) years will be provided.**

2. **Early Retirement Option**

At any time following attainment of age **fifty-five (55)**, with a minimum of ten (10) years of service, an employee may retire with his accrued pension to date. The amount of accrued pension to be reduced by one-half of one per cent (**1% of 1%**) per month for each month prior to age **sixty-five (65)**, except that **an** employee having attained age **fifty-eight (58)**, and having not less than **thirty (30) years** credited service, or **an** employee having not less than **35** years of credited service, may retire with **an unreduced pension** accrued to date provided such employee applies for such early retirement option not less than 3 months prior to the 1st of the month in which he wishes to retire. C.02

**For employees retiring on or after March 1, 1988 and on or before February 1, 1991 the requirement outlined above of age fifty-eight (58) shall be waived.**

3. **Early Retirement Supplement(Bridge)** C.03  
 At age fifty-eight (**58**) and with thirty (**30**) years of credited service or with 35 years of credited service regardless of age, an employee selecting early retirement shall receive an early retirement supplement of:
- (a) \$11.00 per month per year of credited service prior to May 1st, 1970, plus
  - (b) \$16.00 per month per year of credited service from May 1st, 1970, forward, to a maximum of thirty (**30**) years.
- For employees retiring on or after March 1, 1988 and on or before February 1, 1991 the requirement outlined above of age fifty-eight (58) shall be waived.**
- The Early Retirement Supplement will be payable to age sixty-five (65) or when the Canadian Pension Plan and Old Age Supplement benefits become payable, whichever is the earlier. C.04
4. An employee's normal retirement date is the first of the month coincident with, or next following his sixty-fifth (65th) birthday. C.05
5. An employee **will** become **an** eligible member of the Pension Plan upon completion of **two (2)** years credited service at which point membership is dated back to commencement of **his** credited service. C.06
6. The Regular Form of pension shall be payable for life but guaranteed for a minimum of five (**5**)years **in** any event. C.07
17. Optional Forms of pension, made prior to C.08

normal retirement, and subject to time and health requirements, may be elected by the member as follows:

- (a) **An** actuarially increased pension payable during the members lifetime, or **C.09**
  - (b) An actuarially reduced pension payable during the members lifetime but guaranteed for a minimum of ten **(10)** years (or such longer period as the member may elect and is permitted under Government Rules) or for the after-lifetime of a named counter-life. **C.10**
8. A member with ten **(10)** or more years of credited service shall acquire a fully vested interest in pension credits accrued to **the 31st of December, 1986. A member with two or more years of membership in the plan shall acquire a vested interest in pension credits accrued on and after January, 1987, to date.** These to be held and be available at the members Normal Retirement Date. **C.11** 766-1
9. **Credited Service**
- In general is an employee's period of actual and unbroken service with Atlas Specialty Steels up to normal retirement date. **C.12**
- Absence:
- (a) on authorized paid vacations, count in full **C.13**
  - (b) on authorized leave, otherwise than on account of disability count up to a maximum of three months for any single leave **C.14**
  - (c) while receiving weekly indemnity, count up to a maximum of six months for any **C.15**

- single continuous period of disability
- (d) while receiving Workers Compensation, count in full provided the employee returns to work with the Company prior to his Normal Retirement Date C.16
- (special provisions apply if the Employee does not return to work with Atlas prior to Normal Retirement Date). C.17

Independent Canadian Steelworkers Union  
Major Street  
WELLAND, Ontario

**ATTENTION: Mr. V. Vocal, President**

Gentlemen:

**RE: Letter of Understanding**

During the term of the Collective Agreement between the parties effective February 17th, 1982, the following understandings have been reached.

**ITEM 1 - PARAGRAPH 3.28**

For the purpose of paragraph 3.28, an employee's scheduled starting time shall be defined in the departmental work rules in which he is scheduled to work.

**ITEM 2 - OVERTIME EQUALIZATION**

An employee who works on his scheduled day off at straight time rates will not be charged as having worked overtime for the purpose of overtime equalization.

**ITEM 3 - PARAGRAPH 3.04**

It is the intention of the Company during the term of this Agreement to recognize that the following scheduling is generally preferred by its employees:

1 shift requirement - days

2 shift requirement - days and afternoons

3 shift requirement - days, afternoons, and nights

Due to economics and continuity of plant operations, emergencies, and breakdowns, this



normal schedule may need to be altered as the circumstances dictate.

**ITEM 4- TESTING TECHNICIAN  
(NON-DESTRUCTIVE)**

It is understood and agreed that the three (3) job class additive to be paid to the job of Testing Technician (Non-Destructive) will apply only to those certified by the Canadian Government specifications Bureau in all of

- a) Magnetic particle Category
- b) Liquid Penetrant Category, and
- c) Senior Level in Ultrasonic Category

and only when an incumbent of the job of Testing Technician (Non-Destructive).

**ITEM 5 - NEXT CREW SCHEDULE CHANGE**

Whenever there is reference in the Agreement to “the next crew schedule change”, the following rules will apply:

1. If such vacancy is known prior to Thursday in a given week, the next crew schedule change is presumed to be the first calendar week beginning at midnight Saturday.
2. If such vacancy is known on Thursday or later in the same week, the next crew schedule change is presumed to be the second calendar week beginning midnight Saturday.

However, it is the intention of the Company to make the correct final move as quickly as possible.

**ITEM 6- PRE-SUPERVISORY TRAINING**

For the purpose of pre-supervisory training, the

Company may request that the Union Executive approve continuous seniority credit, not exceeding six months of duration, for a specific employee. This provision can be applied only once during an employees term of employment.

ITEM 7. OVERTIME ADMINISTRATION  
**PROCEDURES**

Production and Metallurgy

The following criteria will be applied in the administration of the overtime provisions of the Collective Agreement:

- 1) The parties have agreed that the concept of seven (7) and twelve (12) shift schedules for other than Utilities, Assigned and Shops Maintenance, will be recognized as an alternative to long-term weekend overtime scheduling, where practical.
- 2) Overtime records will be updated and posted on Tuesday of each week.
- 3) Man power schedules will be posted Wednesday of each week.
- 4) Charging of overtime.

The following examples show how overtime should be charged under the changed provisions of the Collective Agreement. All other charging will remain as outlined in the Collective Agreement.

a) In an overtime group of four employees A, B, C, D, employee A is low in overtime hours, employee D is high in overtime hours.

i.e., A low hours **(2)**

**B**

**C (2)**

D high hours

Employees A and C have each been scheduled and worked two, sixth over-shifts on weekends during current calendar month. In canvassing for overtime it would be necessary to offer the overtime to employee A first, and then B, C, and D; if each refused •

i.e., A refused - charged **8** hours;

B refused - charged **8** hours;

C refused - charged **8** hours;

D refused - charged **8 hours**.

Once all employees in group have refused, then opportunity would be offered to senior qualified employee outside the group.

If no volunteers from outside the group, then employee A is offered overtime again but is not charged for refusal, and then employee B would be scheduled and charged and additional eight (8) hours worked.

NOTE

In offering overtime opportunity to employees outside the overtime group, a 24 hour posting in the department of a temporary opening is used and the senior qualified employee who bids is given the opening. In situations where a temporary posting system is not practical, an alternative system will be worked out between the department head, the departmental Chief Steward and the Overtime Committee. This agreement to be submitted to Industrial Relations.

b) Clarification of Scheduled Versus Voluntary Overtime

Employee A is low in overtime and works the following schedule in a month.

<b>DATE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>DAY</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>
	x	x	x	x	x	x	x • (Sunday the seventh voluntary)

On Sunday the first day of the month, employee A is scheduled to work as low overtime employee. On Saturday the seventh day of the month, employee A works voluntarily, he is not scheduled.

The following Saturday, the fourteenth (14) day of the month, overtime is scheduled for one employee in the group of four, A, B, C, D.

**A - low hours**

**B**

**C**

**D - high hours**

Employee A has low overtime hours and has been scheduled to work only one (1) time on a sixth overtime shift. Employee A would then be offered the overtime first, and then B, C, and D if each refused.

Once all employees in the group have refused the procedure outlined above would be used in going outside the group.

If no volunteers from outside the group, then employee A would be scheduled and charged an additional eight (8) hours worked.

- c) Clarification of two, sixth overtime shifts.

Employee is scheduled to work as follows:

S M T W T F S  
x x x x x x

S M T W T F  
x x x x x x

The employee scheduled **as** above could not be scheduled to work on the second Saturday  and this day would then be voluntary for that employee.

Please note the restriction of no more than two, sixth (overtime) shifts is applied on a calendar month basis and will have to be recorded **as** such.

**5)** The Company and the Union agree that both production and maintenance work in excess of sixteen hours in a twenty-four hour period is extremely undesirable. An employee will not work **and** the Company will not offer work in excess of sixteen hours in a twenty-four hour period. In any event employees will not work in excess of sixteen consecutive hours except in cases of extreme emergency.

**6)** Paragraph 4.29 Group refers to the number of people remaining in such group due to absence.

Example A

**B**

**C** Absent

**D**

If "C" is not replaced the group would consist of 3; if "C" is replaced then the group would now consist **of 4**.

**7)** Where vacancies have to be filled on an overtime basis, the employees in the overtime group where the vacancy originates will be offered the opportunity **to** fill the vacancy.

## Utilities, Assigned & Shops Maintenance

- 8) Due to the nature of the maintenance operation, the following procedures will cover the rules of week-end overtime scheduling within the utilities, assigned and shops maintenance operations.

First, those employees that indicate each week their availability for work and who have the lowest number of overtime hours charged within the group will be assigned.

Then, second, if sufficient manpower is not available, the employees having the lowest number of overtime hours worked and having been scheduled for five (5) or less work days during the work week, may be scheduled. In honoring "Requests Off", the Company will guarantee that a minimum of one-half of the "Requests Off" are honoured. The above guarantee need not be honoured in case of major emergency or on the special planned week-end outages.

Further, in the event that, over an extended period of time, the number of "Requests Off" exceeds 70% of the available employees in any particular overtime group, the parties agree to discuss any changed deemed necessary to correct the situation.

In the event this happens and a solution cannot be reached between the parties, the

normal overtime scheduling provisions of the collective agreement shall apply.

- 9) "Requests Off"
  - a) "Requests Off" sheets (standard form) to be posted by Tuesday.
  - b) Must "Request **OFF**" by 8 a.m. Thursday for next Saturday and Sunday (all days on long weekends).
  - c) Seventh day of work week to be shown as "Request Off" to avoid being scheduled if not "Request Off", then available for work.
- 10) Scheduler to post schedule by 3 p.m. Thursday.
- 11) Recording:
  - a) Charge all overtime worked.
  - b) Charge all overtime opportunities available that could have been worked. Opportunity exists when an employee is granted a "Request Off" but has fewer overtime hours charged than an employee who was scheduled to work.
  - c) Hours over eight (8) will be recorded similar to 3 (b) above. An opportunity exists for those employees available for work in that area and who were asked and who have fewer charged hours than **an** employee who works.



- d) The recording of overtime for those employees absent for any reason will be handled on an opportunity basis (scheduled overtime).
- 12) It is understood that •
- a) Final methods of recording and administration will be worked out for each individual area by maintenance management and the trades executive and the appropriate union representative.
  - b) A central area must be determined for posting of work schedules.
  - c) If the work to be performed requires continuity of skill utilization, the appropriate employee(s) **will** be retained, excepting that when the work to be performed is scheduled into the weekend overtime then the R.O. system shall **apply**.
  - d) Paragraphs 4.30 to 4.38 will apply.
- 13) a) All Plant Engineering employees absent from work due to occupational or non-occupational illness for more than one full work week shall have added to their previous worked hours the average of all worked hours of the overtime group,

calculated weekly, for the duration of such absence.

- b) It is further agreed that all Plant Engineering employees who have not provided a telephone number will be charged for all hours offered on a call-in, such that they would have been called in the telephone sequence.

The Company and the Union recognize that from time to time isolated situations arise which render some or all of the above procedures inoperable. Individual Departments may therefore implement modifications to the above procedures such that these written changes are authorized by the Department Superintendent, Union Executive and the Manager-Personnel and Industrial Relations.

**ITEM 8 -**

**GUIDELINES FOR THE APPLICATION  
OF SECTION 8.28 OF THE COLLECTIVE  
AGREEMENT**

Subsequent to the meetings held with Management concerning the application of Section 8.28 of the Collective Agreement, the following ground rules were established pertaining to all hourly job postings, except the Trades.

1. All postings and acceptance notices are to be identified to indicate that such posting is per section **8.28**. A distinctive stamp will also be used to identify the postings and acceptance notices prior to posting.
2. The job posting procedure for jobs required by **8.28** will in **no** way differ from outlined job posting procedure.
3. Normally the filling of a job via job posting dictates the need for a chain of related postings. With regard this chain and application of Section **8.28**:
  - (i) Providing the chain has in no way been broken, all employees occupying jobs in that chain return to their former jobs should the absent employee return to work, regardless of time element.

- (ii) Should the established chain be broken by an employee bidding off to another job and being accepted, a new chain from that point will have to be established and jobs below that of the person bidding off will no longer be related to Section 8.28.
- (iii) Should the established chain be broken by an employee bumping into a job on the chain, the employee immediately affected by the bump and employees holding jobs on the chain below that where the bump was effected will return to their former jobs. Jobs above that on the chain will be unaffected. The return of the absentee employee will dictate the return to former jobs of all participants remaining on the chain with the exception of the individual that bumped into the chain, which individual will be required to re-exercise his bumping privilege.
- (iv) Should the established chain be broken by an employee who chooses to exercise a bump, due to the major change in the job during their absence, then all the employees occupying jobs in that chain shall

return to their former job and any resulting vacancy shall be posted as per article **8.22**.

4. The job postings per **8.28** will **also** be effected on jobs made vacant due to an hourly man being transferred to fill a salary non-bargaining position made vacant by accident or illness for a period in excess of **90** days.
5. Before posting to fill a NEW vacancy, the status of the injured or ill employee should be ascertained and if a delay in posting is considered warranted, such delay will be effected with mutual agreement of Union Executive and Management.
6. Departmental seniority will be acquired as per Agreement.
7. A complete record of postings, acceptance notices, etc., will be supplied to the Union.
8. Section **8.28** may be used to replace employees temporarily reassigned outside of the bargaining unit to such positions as union officials, safety assistant, or supervisory training.

**The Company and the Union hereby agree to the “Guidelines for the Application of Section 8.28 of the Collective Agreement” as outlined above effective January 1, 1988.**

**ITEM 9- ECONOMIC SUPPLEMENT PLAN**

The Company will continue the Economic Supplement Plan (hereinafter called the "Plan") calculated and paid in accordance with the following.

1. Employees will receive payment for all hours worked on a job in accordance with the attached Economic Supplement Plan Rates.
2. Payments under this Plan will be paid before the end of the month immediately following the pay period preceding the end of the quarterly period as noted hereinafter:

<b>Period</b>	<b>Payable</b>
<b>Feb. 18, 1988 - April 30, 1988</b>	<b>May 20, 1988</b>
<b>May 1, 1988 - June 25, 1988</b>	<b>July 15, 1988</b>
<b>June 26, 1988 - Sept. 24, 1988</b>	<b>Oct. 21, 1988</b>
<b>Sept. 25, 1988 - Dec. 31, 1988</b>	<b>Jan. 20, 1989</b>
<b>Jan. 1, 1989 - March 25, 1989</b>	<b>April 21, 1989</b>
<b>March 26, 1989 - June 24, 1989</b>	<b>July 14, 1989</b>
<b>June 25, 1989 - Sept. 30, 1989</b>	<b>Oct. 20, 1989</b>
<b>Oct. 1, 1989 - Dec. 30, 1989</b>	<b>Jan. 19, 1990</b>
<b>Dec. 31, 1989 - March 31, 1990</b>	<b>April 20, 1990</b>
<b>April 1, 1990 - June 30, 1990</b>	<b>July 13, 1990</b>
<b>July 1, 1990 - Sept. 29, 1990</b>	<b>Oct. 19, 1990</b>
<b>Sept. 30, 1990 - Dec. 29, 1990</b>	<b>Jan. 18, 1991</b>
<b>Dec. 30, 1990 - Feb. 17, 1991</b>	<b>March 22, 1991</b>

3. The rate applicable under the Plan shall be paid for all hours worked by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Plan.

4. An employee will be eligible for payments under this plan:

- (a) effective the pay period following the date upon which he completes his probationary period as specified in the collective agreement, and,
- (b) provided the employee is on the payroll of the Company on the last day of the quarterly period for which the payment is calculated as provided in paragraph 2 above except that an employee whose employment is or was terminated before such date for any of the following reasons shall be considered eligible during the quarterly period in which termination occurs:
  - i) Retirement on a pension under the provisions of the collective agreement.
  - ii) Death.



iii) Layoff due to lack of work as provided under Seniority provisions of the applicable collective agreement provided however, that such payment shall only be made following the date of his return to work after recall and provided further that such payment shall be forfeited if the former employee fails to return to work within the period specified in the Collective Agreement or ceases to be entitled to recall.

5. Payments made to an employee under this Plan shall not be included for purposes of calculating an employee's paid holiday pay or vacation pay entitlement.

6. In the event an employee engaged in "an illegal work stoppage or slowdown" during the term of the Collective Agreement, any payments owing to him under this Plan will be forfeited.

7. The payment is not to be included in the calculation of any employee benefits except benefits which are set out by Government Statute.

**ECONOMIC SUPPLEMENT PLAN RATE**

<b>Job Class</b>	<b>\$ Per Hour</b>	<b>Job Class</b>	<b>\$ Per Hour</b>
1	---	18	.412
2	---	19	.419
3	.299	20	.427
4	.307	21	.434
5	.314	22	.441
6	.322	23	.449
7	.329	24	.456
8	.337	25	.464
9	.344	26	.471
10	.352	27	.479
11	.359	28	.486
12	.367	29	.494
13	.374	30	.501
14	.382	31	<b>.509</b>
15	.389	32	.516
16	.397	33	.524
17	.404		

**ITEM 10 - COST OF LIVING ALLOWANCE**

1. A Cost of Living Allowance (COLA) calculated quarterly and based on 1 cent per hour for each .3 increase in the Consumer Price Index (1971 = 100 Base) (CPI 71) shall continue during the term of this Agreement **and shall have added to the current C.O.L.A. an allowance calculated for eleven quarterly periods commencing with the allowance calculated when comparing January 1988 (cpi 1971) to October 1987 and ending with the allowance calculated when comparing October 1990 to July 1990.**
2. These quarterly periods shall be effective with the first

pay period following the release of the Consumer Price Index (1971 = 100 Base) for each of following months, when compared to the Consumer Price Index (1971 = 100 Base) for the respective months as shown below, for each .3 increase, a cost of living allowance of 1 cent per hour will be paid.

- **April 1988 compared to January 1988**
  - **July 1988 compared to April 1988**
  - **October 1988 compared to July 1988**
  - **January 1989 compared to October 1988**
  - **April 1989 compared to January 1989**
  - **July 1989 compared to April 1989**
  - 11 • **October 1989 compared to July 1989**
  - **January 1990 compared to October 1989**
  - **April 1990 compared to January 1990**
  - **July 1990 compared to April 1990**
  - **October 1990 compared to July 1990**
3. Any cost of living allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums or used as a base for calculating overtime.
  4. Any decrease in the cost of living allowance calculated in any quarterly period shall reduce the net accumulative cost of living allowance payable.
  5. The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the index for January 1/79 (1971 = 100 Base). No adjustment retroactive or otherwise shall be made due to any revision

which may be made in the index by Statistics Canada during the term of this Agreement.

6. **The Cost of Living Allowance shall be reduced by twenty five cents (\$.25) effective February 17, 1989, thirty five cents (\$.35) effective February 17, 1990 and seventy one cents (\$.71) effective February 16, 1991.**

**ITEM 11 - SAFETY SHOES SUBSIDY**

**The Company shall provide one pair of approved safety shoes per employee per year at no cost to the employee.**

**ITEM 12 - PARAGRAPHS 8.43**

The following procedure shall apply in the application of paragraph 8.43.

1. In the event of a reductions of force or layoff, a list of employees to be laid off will be posted in the plant. This list will also include the names of employees who are to be retained as essential as per paragraph 8.43.
2. A list of essential employees being retained on 8.43 will be posted in the plant.
3. Any employee in the plant who is qualified for a job listed as an 8.43, has more seniority than the present incumbent and who wishes to apply for such job, will contact the Industrial Relations Department by the date shown on the list.
4. Applicants will be considered in accordance with the provisions of paragraph 8.43.
5. The union will be supplied with a list of applicants for 8.43 jobs. Successful applicants will be so designated.
6. In the event of delay or cancellation of the reduction of

force or layoff, the successful applicant will retain his last job on record.

7. An employee who has more seniority than the present incumbent of an 8.43 job, and who is to be laid off, may, such that he feels able to perform the job, request and shall be granted an opportunity of up to two (2) days to demonstrate to the Company that he can satisfactorily perform said job.

If after this demonstration period, the Company determines the employee is able to perform the work satisfactorily, he shall replace the incumbent, Should the Company determine the employee will not be able to perform the work satisfactorily, the employee will not be given a second trial on this or any other job, and shall be laid off.

This demonstration of ability will not be available for “Trades” jobs or jobs with **1040 or 1560 learner hours**.

**ITEM 13 - CRITERIA FOR THE SELECTION OF APPRENTICES (WITHIN THE PLANT)**

After the requisition for additional manpower is authorized by Management, the job notice is posted in the normal manner. Applicants **educational** background is verified. Grade 12 is a minimum requirement.

Applicants are exposed to a battery of current tests which consist of:

Mechanical Comprehension  
Personnel Problem Solving  
Kuder Preference

If Electrical or Instrument Repair, Electrical Aptitude test is an additional requirement.

Those applicants that achieve a minimum of 50% in the trade test and 40% in each of the remaining tests will be scheduled for interviews.

The applicant must achieve a 70% average with the tests accounting for 75% and the interview 25% of the total.

If the above criteria are met, the candidate will be selected on the basis of seniority.

The appropriate union executive member will have access to the test results prior to the selection of the successful applicant, the successful applicant will then be notified.

**ITEM 14- VACATION SCHEDULING**

It is the intention of the Company to continue to schedule vacations in such a manner to ensure, as many eligible employees as possible, two weeks of their vacation during the Summer months of July and August.

**PARAGRAPH 9:30**

It is the Company's intention to honour an employee's previously chosen vacations when he is moved from one department to another through no fault of his own, subject to the Company's ability to maintain efficient plant operations.

**ITEM 15- EDUCATION FUND**

620-2

The Company will remit to the Union Education

Fund, 1¢/hr. for all hours worked. This one (1) cent is to be deducted from the cost of living allowance of February 21, 1982. The first payment will be in May 1982-and quarterly thereafter. 6

**ITEM 16- PARAGRAPH 4.09**

In the application of paragraph 4.09, it is understood that employees who work on a Sunday or on a Paid Holiday and who are short changed to a regular shift within a twenty-four hour period commencing with the time the employee started work on Sunday or Paid Holiday, such employees will be paid at the rate of time and one-half for all hours worked on the short change shift thus negating the provision in 4.09 that "hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions".

**ITEM 17- PARAGRAPH 8:48**

Prior to a planned shutdown of at least one week's duration, the committee established under Paragraph 8.48 will convene to review the status of employees who may be affected, with a view to finding an acceptable solution.

- ITEM 18    capitated dental care program
1. Participating employees and eligible dependents must receive all services outlined under the Program from a designated Dental Care Center.
  2. Entrance into the Program shall be optional, but for a minimum period of two calendar years.
  3. Plan coverage shall be provided no later than May 1st of each calendar year for employees who have elected to participate during the period March 1 - March 15, preceeding. Such coverage shall commence May 1, 1988.
  4. Plan Coverage is subject to annual maximums (per person) based on current Ontario Dental Association schedule of rates as outlined below.  
  
May 1, 1988 - April 30, 1989 - \$1200  
May 1, 1989 - April 30, 1990 - \$1300  
May 1, 1990 - February 17, 1991 - \$1500
  5. Employees and eligible dependents referred for approved special services shall receive 100% reimbursement of insured charges based on the current Ontario Dental Associating Schedule of Rates.

Yours very truly,  
                  Manager  
Personnel & Industrial  
                  Relations



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