

AGREEMENT
BETWEEN
ATLAS SPECIALTY STEELS
A DIVISION OF ATLAS STEELS INC.

Hereinafter called "The Company"

OF THE FIRST PART

-and-

THE UNITED STEEL WORKERS OF AMERICA
Local 7777

Hereinafter called "The Union"

OF THE SECOND PART

Start Date: June 13, 1998

End Date: April 30, 2001

01521 (06)

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ARTICLE 1 – PURPOSE OF AGREEMENT

1. It shall be the intent and purpose of the Agreement to promote cordial relations in the Company, to clearly define hours of work, wages and other working conditions and to provide a method for the orderly adjustment of differences and grievances. 1.01

ARTICLE 2 – UNION RECOGNITION

1. The Company recognizes the Union as the exclusive collective bargaining agent for all office, clerical and technical employees of the Company **employed in and about the Company’s manufacturing facility located at Welland**, save and except supervisors and foreman, persons above the range of supervisor, foremen, salesmen, buyers, plant nurses, mill metallurgists, service metallurgists, research metallurgists, financial analysts, budget analysts, graduate chemists, technical advisors, “Know-how” co-ordinators and advisors, job classification analysts, methods engineers, design engineers, construction engineers, employees of the industrial relations department, twelve confidential secretaries reporting to Senior Positions, employees engaged in a graduate training programme, part-time employees, persons employed for not more than twenty-four (24) hours per week and students on a co-operative training basis with a university, or hired during the school vacation period who are not performing work in the bargaining unit. 2.01

2. The terms and condition set forth in this agreement shall have full force and effect for all employees in the Bargaining Unit, as described in the preceding paragraph. 2.02

3. Employees of the Company not included in the Bargaining Unit will not work on any job covered by this Agreement, except for the purpose of instruction or training, in the case of emergency, during the periods of absence not to exceed two (2) working days per each report of absence (and as long as there are no qualified Bargaining Unit employees available), or when the regularly assigned employee is not readily available. 2.03

Grievances arising from an alleged violation of this clause must be filed within five (5) working days from the time that the Union should reasonably have known of the event upon which the violation is based. If the company agrees at any step of the grievance procedure that there has been a violation of this Section, or if an Arbitrator so determines, the Union shall receive a reasonable award. In any event the award shall be no less than four (4) hours pay at the standard salary rate of the job being performed. 2.04

4. However this provision shall not apply: 2.05
 - (a) To a total of **ten student trainees**, engaged in a graduate or **co-operative** training programme, it being understood that no one job shall be occupied by **student trainees** in this category for more than six (6) months. **An additional 2** 2.06

- student trainees** shall be permitted to fill jobs considered as permanent training jobs. No **student trainee** shall continue on a **graduate or co-operative** training programme for more than two (2) years and no student trainee will be on a training programme for more than two (2) years within a four (4) year period. **The Company will meet with the Union President prior to the commencement of trainees' term to identify scope of training program.**
- (b) **Contract Agency personnel may be employed, not to exceed a maximum of fifteen (15), to fill in vacancies created by absences due to sickness and injury, it being understood that no such contract employee shall fill a vacancy in the bargaining unit for more than fifteen (15) consecutive calendar days.** 2.07
- (c) The experience gained while employed under Article 2.07 above shall not be a factor for the selecting of a successful applicant for job posting. 2.08
5. (a) A student **trainee**, employee engaged in a graduate **or co-operative** training programme (as referred to in Article 2.06), **or Contract Agency person** shall not be hired or continued in employment in the event of a layoff, job elimination, job reduction, of any regular bargaining unit employee provided the bargaining unit employee is capable of performing the work within a reasonable period relative to the duration of the vacancy. A **student trainee**, hired to perform work in the Bargaining Unit will **not** be considered a member of the Bargaining Unit. 2.09
- (b) Subject to the provisions of Article 2.09, up to a maximum of three (3) students hired on a cooperative basis with a university may perform work in the Bargaining Unit, but will be exempt from the provisions of this Collective Agreement. 2.10

ARTICLE 3 – NO DISCRIMINATION

1. The Company and the Union agree that there shall be no discrimination on the part of their representatives against any employee on any grounds prohibited by the Ontario Human Rights Code or membership or non-membership in the Union or participation or non-participation in legitimate union activities. 3.01
2. It is further agreed that there will be no solicitation for membership or other Union activities upon the premises of the Company except as provided under the specific terms of this Agreement. 3.02

ARTICLE 4 – MANAGEMENT RIGHTS

1. The Union acknowledges that the company has, and shall retain, the sole and exclusive right and responsibility to manage the industrial enterprise in which it is engaged and without limiting the generality of the foregoing. 4.01
- (a) To maintain order, discipline and efficiency. 4.02
- (b) To plan, direct, and control operations, to schedule production and other activities, to determine the products to be manufactured and the methods, 4.03

- processes, and means of manufacturing or other work, to determine the location of plant and facilities, and the extent to which the plant or part thereof shall be operated.
- (c) To hire, promote, demote, classify, transfer, assign, reassign and layoff employees in accordance with the provisions of this Agreement and to discipline, suspend, and discharge employees for just and sufficient cause. A claim that an employee has been disciplined, suspended, or discharged without just and sufficient cause may be the subject of a grievance, and dealt with in accordance with the grievance procedure hereinafter described. 4.04
 - (d) To direct the working forces, including the right to decide on the number of employees needed by the Company or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, and to determine all other matters concerning the administration and operation of its business not otherwise specifically dealt with elsewhere in the Agreement. 4.05
 - (e) To make and alter from time to time, reasonable rules and regulations to be observed by employees. 4.06
2. The Company agrees that these rights will be exercised in a manner not inconsistent with nor contrary to the provisions of this Agreement. 4.07

ARTICLE 5 – TUITION REIMBURSEMENT AND TECHNOLOGICAL CHANGE

- 1. Tuition Reimbursement 5.01

The Company proposes to continue its promotion of this programme whereby employees are encouraged to improve their vocational development in the Company through educational courses. Where the employee attends such a course with the advance approval by the Company, he will be reimbursed tuition fees in accordance with the practice in effect in 1965 and as set out in Appendix “C” upon evidence that he/she has satisfactorily completed the course year. Where the company instructs the employee to take a course as part of his/her job duties, all expenses will be paid by the Company. Extension courses offered by accredited universities, high schools, technical training centres, and professional associations are eligible. To be approved by the Company, the course must be of a type that can reasonably be expected to improve the performance and development of employees in relation to their careers in the Company but is not required to be wholly vocational.
- 2. Technological Changes 5.02

Technological change is defined as the introduction of new or modified equipment which substantially alters the method of operation and/or process. Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of employees who may be displaced from their jobs as a result of such change. The Company agrees to update the Union during the Planning stages of any

technological change. These updates will allow the Union to offer input where possible. The following information will be supplied as readily available: 5.03

- Proposed date of installation
- The number of jobs which would be added, eliminated or changed by the technology.

The Company further agrees to meet with the Union prior to the installation of any equipment. At this time, the Company and the Union agree to discuss employment status changes and/or any restructuring plan and deal with, in the appropriate manner.

3. If any such employee incurs any substantial loss of earnings because of lack of training, the Company agrees to meet with the Union Executive Committee to discuss retraining with a view to attaining as closely as possible, the job classification level which he held before displacement. See Letter of Understanding, Item 7. 5.04
4. The Company agrees that no employee will be negatively affected by such change (as defined in 5.02 to 5.04 incl.) in the event that the Union has not been notified at least thirty (30) working days prior to the change. In cases where the planning and implementation of the technological change is less than thirty (30) working days, the notice time will be reduced accordingly. 5.05

ARTICLE 6 – UNION SECURITY

1. As a condition of employment every employee must within thirty (30) days after his last hiring, authorize the Company in writing to deduct the Union Dues from his pay according to the form provided. 6.01
2. The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, Union Dues, initiation fees in the amount certified by the Union to the company to be currently in effect according to the Union constitution. Such deductions shall be made from the first and second pay periods of each month by the Company to the Financial Secretary of the union by cheque payable to the International Secretary-Treasurer of the United Steelworkers of America and shall be remitted to the International Treasurer, United Steelworkers of America, P.O. Box 13063, Postal Station “A”, Toronto, Ontario, M5W 1V7, on or before the last working day of each month. 6.02
3. The Union agrees to indemnify the Company and save it harmless against any claim which may arise in complying with the provisions of this Article. 6.03
4. The Monthly dues remittances shall be accompanied by a list showing the names and current addresses of those employees for whom deductions have been made, and a list showing the new additions or deletions of members during the month. Both such lists will be supplied to the Financial Secretary of the Union. 6.04
Once each year the Company will supply the Union with a list showing the payment of dues deducted up to and including December 31 for each individual employee. 6.05

The Company shall print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T4 form. 6.06

ARTICLE 7 – REPRESENTATION

1. The Union may select Stewards up to a maximum of fourteen (14), two (2) of whom shall be chief stewards and a Grievance Committee of not more than three (3) Members. 7.01
 2. The Union will notify the Company in writing of the names of all Officers, Committee persons and Stewards and any subsequent changes. 7.02
 3. If one or more representatives of the International Union wish to speak to Local Union officials in the plant or offices concerning matters covered by this Agreement, they will obtain permission from the Industrial Relations Department. 7.03
Any member of the grievance committee or the C.W.S. Committee shall have the right to visit departments other than his own at reasonable times for the purpose of transacting the regular business of the grievance committee or C.W.S. Committee of which he is a member, after notice to, and obtaining permission from his department supervisor, which permission shall not be unreasonably withheld. Upon entering another department he must advise the Supervisor of that department of the nature of the grievance or investigation and whom it may concern, and obtain his permission before transacting any business with the employees of that department. 7.04
In accordance with this understanding, the Company will compensate:
 - (a) employees at their regular rate of pay for time spent in handling grievances on Company premises during the employee’s regular working hours and 7.05
 - (b) members of the C.W.S. Committee at their regular rate of pay when attending meetings between the Committee and the Company when such meetings are held on Company premises and during the employee’s regular working hours. 7.06
 - (c) the stewards and grievance committee as outlined in paragraph 7.01 shall be paid for time lost from work up to one (1) hour per month at their regular rate of pay to attend the monthly stewards meeting held on Company property. 7.07
 - (d) The local Union shall be allowed up to twenty-four (24) hours per month, payable at the rate appropriate for the Union Official involved, for time lost from work in order to perform any necessary Union business, not otherwise covered by this Agreement. It is understood that satisfactory arrangements will be made prior to taking such time off. 7.08
- If the Company calls a meeting of the Officers, Stewards, or Committee chairpersons of the local Union, then in such event, the Company shall pay such employees in attendance at their regular straight time rate. Such hours paid for under this provision shall not be used or counted in any way to determine liability under any other provision of this Collective Agreement. **Executive Committee members shall be paid for time lost up to one (1) hour per month at their regular rate of pay to attend monthly executive meetings.** 7.09

Any employee leaving his department on approved Union business pursuant to the terms of the collective Agreement must report to his supervisor before leaving his department and on his return. The employee must also obtain permission from the Union representative's supervisor before any business is conducted. In cases where a Union Representative requires to carry on official Union business in the employee's department or within his/her own department, the Union Representative must first obtain permission from his supervisor and the employee's Supervisor, and such permission shall not be unreasonably withheld. Failure to do so will result in loss of salary for the time spent out of their departments. 7.10

ARTICLE 8 – GRIEVANCE PROCEDURE

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 classification 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 8. 8.01(a)

The Company and the Union agree to meet on the 1st Thursday of each month. Recommended meeting dates: **July 2, 1998, August 6, 1998, September 3, 1998, October 1, 1998, November 5, 1998 and December 3, 1998.** The Company will provide the Union with scheduled meeting dates for a six (6) month period on January 1st and July 1st of each year. These dates may be changed with the consent of both parties. Either party may submit an agenda to the other party of items they wish to discuss. These items shall not include grievances or safety and health items, unless agreed to by both parties. The agenda must be submitted 48 hours prior to the date of the meeting. If no agenda is submitted, then the meeting for that month will be rescheduled. 8.01(b)

2. Grievance Procedure
The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. The employee and the supervisor concerned must try to resolve the complaint as soon after it originates, as possible. 8.02
Any employee who believes that this Agreement has been violated with respect to him/her, shall discuss his/her complaint with his/her supervisor with or without his/her Steward and/or chief steward being present as the employee may elect. 8.03
Should a grievance arise after the employee has discussed his/her complaint with his/her supervisor it will be processed in the following manner within fourteen (14) working days of the event or within fourteen (14) working days from the time that the employee should reasonably have known of the event upon which the grievance is based.

- (a) Step One 8.04
 The grievance shall be presented in writing to the supervisor. It shall be dated, signed by the employee concerned and his/her 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 supervisor shall answer the grievance, in writing, and return it to the Union within five (5) working days of receipt of the grievance.
- (b) Step Two 8.05
 To be accepted at the second step, the grievance shall be presented in writing, to the Department Head or his/her designated representative within five (5) working days of receipt of the supervisor's answer. The Department Head or his/her designated representative shall discuss the grievance with the appropriate Union representatives and shall answer the grievance, in writing, and return it to the Union within ten (10) working days of receipt of the grievance.
- (c) Step Three 8.06
 To be accepted at the third step the grievance shall be presented in writing, to the Director of Human Resources or his/her designated representative within ten (10) working days of receipt of the Department Head's answer. The Director of Human Resources or his/her designated representative shall discuss the grievance with the appropriate Union representatives and shall answer the grievance, in writing, and return it to the Union within ten (10) working days of receipt of the grievance.
3. The Company shall reimburse Union Representatives for time loss due to necessary attendance at grievance meetings in accordance with Article 7, Paragraph 7.05 as follows: 8.07
 Step Two: To a maximum of three (3) reps.
 Step Three: To a maximum of three (3) reps.
 The International Union's Representative may attend the Step 3 meeting. 8.08
4. At all second and third step meetings under this grievance procedure, an employee involved shall be present if readily available. 8.09
5. If an alleged violation of this Agreement affects more than two (2) employees or directly affects the interests of the Union as a party to the Agreement, the Union may sign the grievance on behalf of the employee(s), specifying name and department, and may initiate the grievance at Step 2. 8.10
6. The nature of the grievance, the remedy sought and the section or sections of this Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change after the Step 3 discussion or in arbitration. 8.11
7. Any agreement relating to this Article between the Company and the Union's 8.12

Grievance committee will be final and binding on the Company, the Union and the employees concerned.

Settlements reached by representatives of the Union at the Settlement Officer stage prior to arbitration are also binding by the Union and the Company.

8. Grievance will normally be discussed during working hours. 8.13
9. Arbitration 8.14
- Either party may, within thirty (30) days after the written answer set forth in the 3rd Step, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- Except as otherwise provided in this Article 8, grievance appealed to Arbitration will be presented to the Arbitrators hereinafter set out who will act in rotation, except as provided in paragraph 8.18 in the order that their names appear. The order of submission of grievances to the arbitrators will be determined by the date of the company's reply to the grievance at Step 3 of the grievance procedure and the grievance number. 8.15
- Except as otherwise provided in this article, the following constitutes the list and rotation of the arbitrators, including the arbitrators referred to in paragraph 8.19 8.16
- | | | |
|---------------------|-------------------|----------------------------------|
| R.L. Kennedy | P. Knopf | <u>C.W.S. Arbitrators</u> |
| R.J. Roberts | O.B. Shime | P. Tirrell |
| W.B. Rayner | | B. Edwards |
- If in the regular rotation an arbitrator is unable to specify a date for the arbitration hearing within a reasonable period of time from the date the grievance is submitted to him/her, the parties may agree to request another arbitrator in rotation to provide such a date. 8.17
- Grievances arising from the provisions of Appendix "A" of this Agreement will not be subject to the regular rotation of arbitrators but may be submitted to the C.W.S. arbitrator(s) designated in Paragraph 8.16 to hear such a grievance or if no arbitrator is so designated, the parties will endeavour to agree on an arbitrator to hear such grievance and failing agreement will request the Ministry of labour for the Province of Ontario to appoint an arbitrator who is technically qualified. 8.18
- The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. 8.19
- The Arbitrator shall have authority to determine whether the matter before him/her is arbitrable but shall not have authority to alter or to give any decision inconsistent with any provisions in this Agreement. Each party shall pay one-half of the fee and expenses of the Arbitrator. 8.20
10. At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the employee or employees concerned and any necessary 8.21

witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant and offices to view disputed operation and confer with the necessary witnesses.

11. Under each step of the foregoing grievance procedure including arbitration, the time limits as set out may be extended by mutual agreement. If the Company does not give its decision within the time limits provided above, the grievance shall automatically proceed to the next step. If the Union does not proceed to the next step within the time limits provided above, the grievance shall be considered as dropped. 8.22
12. Except as otherwise provided in this Agreement, no Arbitrator may award retroactivity beyond ninety (90) days preceding the date of the written grievance. 8.23

ARTICLE 9 – DISCHARGE AND DISCIPLINE

1. If it is maintained that any employee has been suspended or discharged without just and sufficient cause, the grievance will start at the Third Step of the Grievance Procedure within the next five (5) working days. At the request of the employee, and when readily available, a Union representative may be present in cases of written reprimands, suspension or discharge. 9.01
2. When an employee receives a written warning as a disciplinary measure, such written warning will not be used to the detriment of the employee after one (1) year from the date the notice was issued provided there is no similar violation during the twelve (12) month period and a copy of the notice will be sent to the Grievance Committee Chairperson. 9.02
3. If it is agreed or decided at any stage of the Grievance procedure or arbitration that any employee has been disciplined, suspended or discharged without just and sufficient cause, the company will reinstate him/her in his/her job without loss of seniority and will reimburse him/her in full or in part for the loss of wages, or will apply any penalty agreed upon between the parties or decided by the Arbitrator. 9.03
- When an employee is dismissed or suspended without notice, the employee shall have the right to Union representation before leaving the company premises, whenever practical. The Company and the Union will select the location for the Union Representative and the employee to meet prior to the employee's departure from the Company. 9.04

ARTICLE 10 – PRINCIPLES OF SENIORITY

1. The parties recognize that promotional opportunity and job security in the event of promotions, reductions of force, and recalls after layoff, should increase in 10.01

proportion to length of continuous service, and that in the administration of this Article the intent will be that, preference shall be given according to seniority. In recognition, however, of the responsibility of management for the efficient operation of the Company, it is understood that in all cases of: 10.02

- 1) Promotion 10.03
- 2) Reductions in Force
- 3) Recall after layoff, the Company will fully consider the following factors:
 - (a) Ability to perform
 - (b) Physical fitness
 - (c) Seniority

In the event the senior applicant proves to have the necessary abilities and physical fitness to perform the job, with consideration of the training guidelines as outlined in Article 10.35(b), seniority shall be the determining factor. (See Letter of Understanding – Item #16).

CHALLENGE TEST

Determination of qualifications and ability shall be made by the Company in a fair and objective manner. 10.04(a)

In the event the Company's decision is challenged by a more senior applicant, such challenge must be lodged in writing within five (5) working days of notification of the Company's decision. Within a further seven (7) working days an appropriate oral, written or practical test will be taken by the challenger to demonstrate his/her ability to perform the requirements of the job. The results of the test will be reviewed with the challenger and his/her Union representative plus one Union advisor if necessary and the final determination made within seven (7) working days. In order for both the accepted applicant and the challenger to take the test, the challenger must be senior to the accepted applicant and in the judgment of the Director of Human Resources, possess no less than the qualifications as outlined on the job posting and/or current job description or the necessary skills and abilities of the accepted applicant. The results of the test will be reviewed with the challenger and the accepted applicant and the Union Representatives and the final determination made within seven (7) working days. 10.04(b)

Union and Company must mutually agree to the contents of the test. Passing grades for challenge tests will be according to the following guidelines:

Job Class 5 to 7	-	50%
Job Class 8 to 9	-	55%
Job Class 10 and over	-	60%

If both the Junior and Senior candidate achieve the pass mark, the Senior candidate will be entitled to the job.

If both the Junior and the Senior candidate fail to achieve the pass mark, the Senior candidate is entitled to the job provided his/her score is at least 10% greater than the Junior candidate's score. If the Senior's score is not at least 10% greater than

the Junior's, the Junior candidate is entitled to the job in the event that they both don't achieve the pass mark.

In the event that more than one Senior candidate challenges the Junior candidate, the following will apply:

If the Junior and both Seniors achieve the pass mark, the most Senior candidate is entitled to the job.

If the Junior and both Seniors all fail to achieve the pass mark, the Senior candidate whose score is at least 10% greater than the Junior's, is entitled to the job. If both Senior scores are at least 10% greater than the Junior's score, the most Senior candidate is entitled to the job. If neither of the Senior's scores is at least 10% greater than the Junior's score, the Junior candidate is entitled to the job.

In the event a challenge is lodged under paragraph 10.04 above, the job rate in accordance with section 5, Paragraph 10.36 of Article 10 will be paid only to the ultimately successful applicant effective within ten (10) working days of **the original acceptance notice date.** 10.05(a)

The originally selected applicant shall not be placed on the job being challenged until the above challenge procedure has been completed. 10.05(b)

2. Unit and Group Seniority 10.06

"Seniority" is defined as an employee's duration of employment with the Company since his date of last hire in the bargaining unit subject to the provisions of this Article.

"Unit jobs" are defined as all jobs rated between Job Class 0 and Job Class 8 inclusive. "Group jobs" are defined as jobs rated at Job class 9 and above which are designated into occupational groups as indicated in Appendix "B". 10.07

The Company will maintain up-to-date seniority lists and will provide the Union with three (3) copies every three (3) months, giving job classification, job class, accredited seniority and current salary of each employee in the Bargaining Unit. 10.08

3. How Seniority is Acquired and Maintained 10.09

Probationary Employees – A new employee shall be considered a probationary employee and shall have no seniority rights for the first sixty (60) days worked. After this time, he/she shall be considered a regular employee with seniority from date of last hiring. The discharge of a probationary employee shall not be subject to grievance procedure unless the Company's action is exercised in an arbitrary, capricious or discriminatory manner.

An employee will continue to accrue seniority under the following circumstances: 10.10

(a) during approved leave of absence and extension thereof. 10.11

(b) during personal sickness, injury or layoff as provided for in this Agreement. 10.12

(c) during absence from employment while serving in Canada's Armed Forces provided the employee returns to work not later than sixty (60) days after discharge. 10.13

(d) during approved maternity leave of absence as defined in Article 11 of this Agreement. 10.14

The parties agree to the interpretation of seniority in Article 10.15 to mean the 10.15

seniority while in the bargaining unit.

If an employee has acquired seniority in the Bargaining Unit and was transferred to a salary Non-Bargaining Unit position related to the Steel Division of the Company not covered by this Union Agreement, he/she shall retain the seniority previously acquired and shall have added thereto his/her continuous service accumulated while outside the Bargaining Unit. He/she shall re-enter the Bargaining Unit only when a job becomes vacant for sixty (60) calendar days or more as a result of:

- (a) An employee's termination (excluding layoff)
- (b) The filling of a job vacancy by job posting.
- (c) A job posting on a newly created job
- (d) The Transfer of a Bargaining Unit employee to a non-bargaining unit position. He/she shall be accepted on the job vacancy only when his/her seniority is greater than that of the Bargaining Unit applicants. 10.16

Notwithstanding the provisions of this Article, an employee transferred from the Bargaining Unit to salary non-bargaining unit jobs related to the Steel Division of the Company, shall be permitted to return to his/her former job if he/she does so within six (6) months of such transfer, provided all Bargaining Unit positions are filled as a result of such transfer and there is no reduction in the Bargaining Unit numbers. 10.17

Other persons employed by the Company on jobs outside the Bargaining Unit shall enter the Bargaining Unit as new employees. 10.18

Notwithstanding the provisions of this Article, persons employed in the Bargaining Unit as of January 1, 1966 shall be credited with seniority according to their total continuous service with the Company either on salary or on hourly rate. 10.19

4. How Seniority is Lost: 10.20

A person shall lose all seniority and employment status if he/she:

- (a) Voluntarily quits the employ of the Company 10.21
- (b) Is discharged and such discharge is not reversed through the grievance or arbitration procedure. 10.22
- (c) Is absent from work for a period of five (5) consecutive working days or overstays a leave of absence for three (3) working days without giving reason satisfactory to the Company. 10.23
- (d) Following a layoff, after being notified by the Company by registered mail to return to work at his/her last address on the Company's record, fails to return to work within fourteen (14) calendar days thereafter and fails to notify the Company, within seven (7) calendar days after receipt of such notice to return to work, of his/her intention to return. (See letter of understanding Item 15). 10.24
- (e) Has been laid off due to lack of work for more than forty-eight (48) consecutive months or for a period equivalent to his/her seniority at day of layoff, whichever is the lesser. But in no case shall the recall right be less than twelve (12) months for any regular employee. 10.25
- (f) Accepts employment elsewhere without the consent of the Company while on leave of absence. 10.26

- (g) Has accumulated less than sixty (60) working days for a period of 12 months, commencing on the date of original call in. 10.27

JOB POSTING:

5. When posting a permanent job vacancy, meaning sixty (60) calendar days or more, (with the exception – refer 10.59), the Company will post the job vacancy according to the following: 10.28
- (a) The job posting will be posted for a period of five (5) working days and a copy of such notice shall be given to the grievance chairperson as soon as possible prior to posting on bulletin boards. Postings will not be posted during Company scheduled shutdowns. Such posted notice of vacancy will state the job title, job classification, hours of work, the department, and primary function. It shall further indicate whether the job is permanent or temporary, and if temporary, the estimated duration of the temporary vacancy.
 - (b) The Company will send a copy of all successful applicants of the job postings to the Union Grievance Chairperson.
 - (c) Employees who are absent during a job posting and who have advised the director of Human Resources in writing within the week prior to their absence, where possible, that they would be interested in any job posted during their absence shall have their name appear on the job posting and shall be an eligible applicant. In such case where the absent employee is the successful applicant but cannot return to work within sixty (60) calendar days, the Company will then select the next most senior qualified applicant to fill the vacancy on a temporary basis.
 - (d) In the event a new job is created or a former job is reinstated for job posting, the Company will advise the Union Grievance Chairperson ten (10) days in advance of the job posting.
 - (e) The Company will select employees on the basis of Section 1 (10.01 – 10.05 [b]) of Article 10. The Company will attempt to select the final candidate within five (5) working days. Should the Company be unable to select the final candidate within five (5) working days, the Company will notify the Union Grievance Chairperson of the delay and estimated time in which the selection will be made. **The Company and Union in their monthly meeting format, will review the list of jobs currently with interview questions. Where required, department managers will be asked to provide a listing of interview questions. The Company and the Union will audit the “time” element within the selection process to determine cause of delays and make appropriate recommendations to resolve.**
 - (f) The successful applicant will be provided a training period as defined in 10.35 (b) of the Collective Agreement.
 - (g) Employees accepted on job postings of a specified duration (over 60 days), will be considered as holding a regular job, but will return to their former job when the absent employee returns to work.
All employees holding jobs in the temporary “job chain”, will retain those jobs and they will be declared permanent if for any reason a permanent vacancy

becomes available within the “job chain”.

Where there are two or more employees holding temporary vacancies in the same “job code” and a permanent vacancy becomes available, the senior employee would be declared permanent and the Company would post for the temporary position.

- (h) If a successful applicant subsequently withdraws from the job posting, the Company will select the next most senior applicant who is qualified to fill the job. In the event there are no other qualified applicants the Union Grievance Chairperson shall be notified immediately, and prior to the Company hiring from outside, Article 10.31 shall be considered.
- (i) Employees falling under Section 10.09 shall be considered for the job vacancy prior to the Company hiring from outside.

A newly hired employee will be eligible for job postings following the completion of his/her probationary period. 10.29

When a job becomes vacant (meaning sixty (60) calendar days or more) it will be filled by the Company in accordance with Section 1 of Article 10, from among those employees who have applied for the posted job. 10.30

Where there are no qualified applicants for a vacancy under Article 10.28 and the Company decides to train one or more employees, the opportunity for such training will be offered to the most senior applicant(s) that have applied on the job posting. 10.31

a) If the company assigns an employee to be trained on a job (i.e. job code), in order to be used for vacancies under 60 days, the maximum training time allotted shall be that as stipulated in Article 10.35. Nothing herein shall preclude the employee’s right to return to his/her former job upon completion of his/her training period and/or under 60 day assignment. **During such period the employee shall be paid the higher of the two job classification rates (in accordance with Article 25) and in no case shall they suffer any loss of pay.** It being understood that an employee who completes such training period under the provisions of this paragraph, shall automatically be assigned to the job unless: 10.32(a)

- (i) The duration of the vacancy exceeds 60 days,
- (ii) The employee has been promoted to a higher job class.

b) Experience gained while employed under article 10.32 shall not be a factor for the selection of a successful applicant on a posted job vacancy. 10.32(b)

c) Employees assigned under article 10.32 shall be paid as described under Article 25.35. 10.32(c)

Permanent job vacancies in Job Class 4 or below shall be filled by seniority such that it can be reasonably assumed that the senior candidate can acquire the skills to perform the job satisfactorily in accordance with the guidelines outlined in Article 10.35 (b). ***It being understood that certain skills such as typing may be a requirement of the job in which case the “skill” would be the governing factor in candidate selection.** 10.33

The name of the employee selected and his/her seniority date shall be posted on all office and technical job posting bulletin boards and a copy sent to the Union Grievance Chairperson. 10.34

The Company will transfer the successful candidate to the new job as soon as practical after his/her notification of acceptance. 10.35(a)

The following are the guidelines to be adopted for the time periods for training: 10.35(b)

Job Class 3 and under	5 Working Days
Job Class 4 and 5	10 Working Days to 20 Working Days
Job Class 6 and 7	20 Working Days to 30 Working Days
Job Class 8 and above	30 Working Days to 40 Working Days

The amount of training afforded to the employee is at the discretion of the Supervisor per the above guidelines.

The Company and the Union agree that the incumbent would be released after the first ten (10) working days of the training period, provided suitable training continues for the number of days outlined above.

In the event that the successful applicant is not transferred to the job for which he/she was accepted within ten (10) of his/her scheduled working days following his/her notification of acceptance, he/she shall be paid the job classification rate for his/her current job or the job classification rate for the job for which he/she was accepted, whichever is higher. An employee selected to fill a vacancy cannot decline the appointment to the job later than the working day following his/her notification of acceptance. 10.36

An employee selected for a job who cannot meet the requirements of the job, **after the maximum training has been completed, and as determined by the Company, has not met the requirements of the job, may revert to their previous job. The Company has a time period equal to the maximum training period as outlined in 10.35 (b) to perform such evaluation.** 10.37

An employee qualified under Articles 10.01, 10.02 and 10.03 to fill a temporary vacancy which would increase earnings, who is denied such an opportunity, will be paid the higher rate, effective five (5) days after the date the vacancy became available. 10.38

6. Reduction of Force and Layoff Definition

The term "Reduction of Force" applies to an employee released from his/her job through no fault of his/her own. 10.39

The term "Layoff" applies only to an employee released from the Company owing to his/her inability to be reassigned in accordance with the provisions of paragraphs 10.46 to 10.58 inclusive. 10.40

Short term Reduction of Force and/or Layoff is a period of time exceeding two (2) working days and less than twenty-one (21) working days. 10.41(a)

In situations where reduced operations may result in an up-to-five (5) day layoff for junior employees, the Company will allow senior employees to apply for leaves of absence, therefore reducing the number of junior employee layoffs by the number of senior employee leaves. Approvals for such leaves are at the discretion of the Company. 10.41(b)

An employee affected by a short term Reduction of Force and/or Layoff may be

reassigned by the Company in accordance with Section 1 of Article 10. Employees wishing reassignment under paragraph 10.42 must report to the Human Resources Department within two (2) working days of notification of Reduction of Force and/or Layoff. 10.42
 10.43

An indefinite Reduction of Force and/or Layoff is a period of time in excess of twenty (20) working days. 10.44

The Union and the employees shall be given seven (7) calendar days notice of a Reduction of Force and/or Layoff (as defined above) or pay in lieu thereof and the Union President shall be given a list of employees to be laid off. Where circumstances permit, seven (7) calendar days notice of reduction of working hours (two (2) days or less) will be given to the Union and employees. 10.45(a)

No notice of layoff is required for business interruptions as a result of labour interruption. 10.45(b)

If an employee is affected by a reduction in force, the employee will exercise **their** seniority to displace a junior employee. **The employee will have five (5) working days (from the date of notification) in which to exercise their seniority rights. One of the following options will be selected by the employee and a Union representative will be present unless otherwise requested by the employee.** 10.46

Option 1;

- a) **Revert to a job previously held (provided the job class has not been increased by more than two (2) job classes) exercising their seniority provided they can successfully perform the job after the days of familiarization training described below and in accordance with Articles 10.01, 10.02 and 10.03 incl.**

Job Class 3 and under	5 working days
Job Class 4 & 5	10 working days
Job Class 6 & 7	15 working days
Job Class 8 and above	20 working days.

- b) **Should an employee who exercises their seniority under Option 1(a) be deemed unsuccessful (refer 10.37) after the required re-familiarization the employee will revert to the bumping process (10.46 (b) through 10.51) incl.**
- c) **Should the employee be deemed unsuccessful (refer 10.37) on the job selected in Option 1b, after the required training the employee will be assigned to the most junior position working from the bottom of the plant wide seniority list and as in accordance with Articles 10.01, 10.02 and 10.03 incl.**
- d) **If the employee is unable to be assigned or is unsuccessful (refer 10.37) on the assignment after a maximum of fifteen (15) days training, the employee will be given their lay off notice as described in 10.52.**

Option 2

- a) **If an employee is affected by a reduction in force, the employee will exercise their seniority to displace a junior employee under 10.46 (b) to 10.51 incl.**
- b) **Should an employee who exercises their seniority under Option 2(a) be deemed unsuccessful (refer 10.37) after the required training, the employee will revert to a job previously held displacing the most junior employee of those jobs and as in accordance with Articles 10.01, 10.02 and 10.03 incl. (refer Option 1(a))**
- c) **Should the employee be deemed unsuccessful (refer 10.37) after the required familiarization training, as outlined in Option 1(a), the employee will be assigned to the most junior position working from the bottom of the plant wide seniority list and in accordance with Articles 10.01, 10.02 and 10.03 incl.**
- d) **If the employee is unable to be assigned or is unsuccessful (refer 10.37) on the assignment after a maximum of fifteen (15) days training, the employee will be given their lay off notice as described in 10.52.**

Option 3:

- a) **Employees that have no previous jobs of record or have insufficient seniority to exercise bumping rights on a job previously held, will utilize Option 2(a)**
- b) **Should an employee who exercises their seniority under Option 2(a) be deemed unsuccessful (refer 10.37) after the required training the employee will revert to the bumping process – refer 10.46 (b) – 10.51 incl.**
- c) **Should the employee be deemed unsuccessful (refer 10.37) after the required training the employee will be assigned to the most junior position working from the bottom of the plant wide seniority list in accordance with Articles 10.01, 10.02 and 10.03 incl.**
- d) **If the employee is unable to be assigned or is unsuccessful (refer 10.37) on the assignment after a maximum of fifteen (15) days training, the employee will be given their lay off notice as described in 10.52.**

If the employee is unable to displace a junior employee under 10.46 (a) above, the employee will then exercise his/her seniority to displace a junior employee on a plant wide basis in either the current job class of record, one (1) job class higher or one (1) job class lower, working from the bottom of the plant wide seniority list provided the employee can successfully perform the job with the days of training described in 10.46 (a) above and in accordance with Articles 10.01, 10.02, and 10.03. 10.47

If the employee is unable to displace a junior employee under 10.47 above, the employee will then exercise his/her seniority to displace a junior employee on a 10.48

plant wide basis on a job which is two (2) job classes lower of the current job class of record working from the bottom of the plant wide seniority list provided the employee can successfully perform the job within the days of training described in 10.46 above and in accordance with Articles 10.01, 10.02, and 10.03.

If the employee is unable to displace a junior employee under 10.48 above the employee will then exercise his/her seniority to displace a junior employee on a plant wide basis in a job which is three (3) job classes lower of the current job class of record working from the bottom of the plant wide seniority list provided the employee can successfully perform the job with the days of training described in 10.46 above and in accordance with Articles 10.01, 10.02, and 10.03. 10.49

If the employee is unable to displace a junior employee under 10.49 above the same process repeats moving to the next lower job class until the employee is able to displace a junior employee. 10.50

If the employee is unable to displace a junior employee under 10.46 (a) to 10.50 inclusive, the employee will then be eligible to displace the first junior employee working from the bottom of the plant wide seniority list with a maximum of fifteen (15) days of familiarization on: 10.51

(a) a job up to job class 8 in accordance with Articles 10.01, 10.02 and 10.03.

If the employee is unable to displace a junior employee under 10.51 above the employee will be given his/her notice of layoff as described in section 10.45 (a). 10.52

In such cases when an indefinite reduction of force and/or layoff affects related jobs in the same job class, the most junior employee shall be displaced. The Company will have the right to retain a qualified employee to train and perform work during a ‘bumping sequence’ as a result of a senior employee not having completed the required training period. It is also recognized that if a junior employee is retained, that employee is scheduled to leave the department no later than fifteen (15) days after the commencement of the training period. It is also agreed that in such circumstances, the Company will not provide any additional compensation to the senior displaced employee unless the junior employee is retained over the fifteen (15) days. 10.53

It is understood that before any regular employees are laid off, all probationary employees shall be laid off first. 10.54

In the event of a layoff, so long as there is work available which they are able and willing to perform, notwithstanding their position on the seniority list and so long as they have at least two (2) years seniority, the local Union President, Vice President, Recording Secretary, Financial Secretary, Grievance Chairperson, and the Treasurer shall be retained by the Company. 10.55

During the time the employee is exercising his rights under sections 10.46 (a) through to 10.55 inclusive, the Union representative will be present. 10.56

7. Recall from Layoff

An employee who has been laid off shall when work becomes available be entitled to be recalled on the basis of seniority, in accordance with Section 1 of Article 10. 10.57

- In the event of a decrease in the work force, the senior qualified displaced employee will be returned to her/his regular job, previously held, when operations are increased provided that the employee has not accepted an equal or higher position through the job posting procedure defined under section 10.28. 10.58
- Notice of recall to work shall be directed by registered mail to the employee's last known address. If he/she is contacted by telephone, the call will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address. 10.59
- An employee who is recalled must notify the Company of his intention to return to work within seven (7) days of the date of recall notice, and must return to work within fourteen (14) days of date of recall notice or make alternative arrangements satisfactory to the Company. 10.60
- (a) An employee who refuses recall to a lower job class than he/she previously held in his/her group will not lose seniority or recall rights, but will lose future claim in the current layoff to the job which he/she has refused to accept. 10.61
- (b) An employee may refuse a recall to an equal or higher job class which is anticipated to be less than three (3) months' duration and not lose seniority nor the right to exercise their seniority for any subsequent vacancy for which they are eligible. (See Letter of Understanding Item 15).
- (c) If an employee has been enrolled in further educational training through the CSTECH program, and is still actively attending the program when the Company offers recall to that employee under the recall provisions of the Collective Agreement, the employee may refuse the recall opportunity and revert to the bottom of the recall list for that job opportunity. Once the open position has been filled, the employee would move to the appropriate position based on seniority on the recall list.
8. (a) If the provisions of this Article 10 – Principles of Seniority should cause undue hardship to any employee or group of employees, it shall be the subject of discussion between the representatives of the Company and the Union. 10.62
- (b) A special arrangement may be agreed upon by the parties if deemed advisable.
- (c) Any such arrangement shall be in writing and signed by the proper authorized representatives. 10.63
10.64
- (d) Any such arrangement will be considered applicable to the case in question and not as establishing precedent in future cases. 10.65

ARTICLE 11 – LEAVE OF ABSENCE

1. Bereavement Pay 11.01
- In the event of the death of an employee's legal spouse or child, he or she will be allowed a paid bereavement leave of five (5) full scheduled working days in order to attend the funeral (or other related service) and to provide an adequate time to grieve.**

In the event of a death of a member of an employee’s immediate family, the employee will be allowed three (3) **full scheduled working** days off to attend the funeral and will be reimbursed pay lost by reason of such time off. It is understood that an employee off work on vacation or on paid holiday who experiences a death in the immediate family will have an equal number of paid leave days provided at the end of such vacation or holiday in order to give full effect to the benefit provided for under this article. If such employee is unable to attend such funeral, he/she will be allowed one (1) day off for personal reasons and they will be reimbursed pay for such time off.

The term “member of the immediate family of an employee” means the legal spouse, child, grandparent, **spouse’s grandparent**, parent, (or foster parent in lieu thereof), parent-in-law, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, of such employee at the time of such death. For the purpose of this paragraph, 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. In the event of a death of an employee’s grandchild, the employee will be allowed one (1) day to attend the funeral and will be reimbursed pay lost by reason of such time off. 11.02

If in the opinion of the Department Manager and Director of Human Resources, circumstances are such that additional compassionate leave should be granted, the Department manager may be authorized to grant additional time off with pay. 11.03

2. An employee will be allowed up to ninety (90) calendar days leave of absence without pay for personal reasons if they request it from the Company in writing, and the Company believes the leave is for good reason and does not unduly interfere with operations. 11.04

3. A leave of absence will be extended for additional thirty (30) calendar day periods if there is a good reason in the opinion of the Company. The employee must request the extension in writing before their ninety (90) day leave is up. 11.05

4. The Union will be notified of all leaves granted in excess of one (1) week. Copies of applications for leaves of absence in excess of one (1) week shall be given to the Human Resources Department of the company and to the Union Vice President. 11.06

5. A female employee shall be granted leave of absence from her job for a period of twelve (12) months or less in case of pregnancy. Upon return to work after a maternity leave, she must provide the Company with a Doctor’s Certificate that she is physically capable of resuming her normal duties. 11.07

* See LETTER OF UNDERSTANDING, ITEM 3.

** See LETTER OF UNDERSTANDING, ITEM 25.

It is understood that an employee granted leave under this section shall give notice whenever possible at least two (2) months prior to the commencement of the leave of absence and two (2) months prior to his/her return to his/her job. 11.08

6. On a written request of the Union submitted at least two (2) weeks in advance, the Company shall grant leave of absence without pay to employees selected by the Union for the following: 11.09

- (a) Conventions
No more than two (2) employees at any one time to a maximum of forty (40) working days per year.
 - (b) Conferences, Schools and Union Education
 - (i) Five (5) day leaves, no more than two (2) employees at any one time to a maximum of thirty (30) working days per year.
 - (ii) Leaves of three (3) days or less, no more than *four (4) employees at any one time to a maximum of forty-eight (48) working days per year.
- * Maximum 3 weeks per year for any one person.
- (c) Such leave shall normally be limited to sixty (60) working days in any twelve (12) month period for any one employee, except one (1) employee will be given leave for a period up to three (3) months each year for the purpose of extended union education.

Notwithstanding the foregoing, the Union will give notice as far in advance of two (2) weeks as possible, and in no event will two (2) employees come from the same department if the number of employees in such department is four (4) or less, unless the two (2) employees can be spared. The Company shall continue the pay of any employee on approved leave of absence for Union business and the Union shall reimburse the Company within thirty (30) days for such wage payment, upon receipt of a statement. A leave of absence must be completed and authorized by the Union and company prior to any absence for Union business. 11.10

- 7. On a written request of the Union to the Director, Human Resource, the company shall grant leave of absence without pay to no more than one (1) employee selected by the Union on a full-time basis. Such leave of absence shall normally be limited to twelve (12) months and will be subject to renewal upon application by the Union and the approval of the Company. The Union will give notice as far in advance as possible but in no case shall such notice be less than one (1) month. It is understood that a person can only use one of the two between Article 11.09 Sect. 6(c) and 11.11 Sect. 7. 11.11
- 8. The Company shall provide a maximum of fifteen (15) days paid leave of absence, per contract year, to permit officers, stewards, or delegated members, to attend Union conventions or schools. 11.12

ARTICLE 12 – SAFETY AND HEALTH

- 1. The Company will continue to make reasonable and necessary provisions to provide every employee with a safe and healthy workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act and its regulations. All standards established under these laws shall constitute a minimum acceptable practice to be improved upon by agreement of the Joint Committee. 12.01
- The Company and the Union agree to maintain the established Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act Regulations. The Union representation will be three (3) members selected by the Union. Hold quarterly meetings, or more frequently, if mutually agreed upon by both Union and Company co-chairpersons for the review of: 12.02

1. Reports of current accidents or industrial diseases, their causes and means of prevention.
2. Remedial action taken or required by the reports of investigations or inspections.
3. Any other matters pertinent to health, safety or industrial hygiene.
4. Minutes shall be taken of all meetings and duplicates promptly available to all Committee members, post on bulletin boards, and forward a copy to the Union. Worker representatives on the Joint Health and Safety Committee may be eligible to participate in training programs offered by the Workers' Health and Safety Center. The committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety and Industrial Hygiene Programs, and shall promote compliance with the appropriate Government regulations. The committee shall solicit and consider recommendations from the workplace with respect to health, safety, and industrial hygiene matters and recommend implementation where warranted. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

No employee shall be discharged, penalized or disciplined for acting in compliance with the Occupational Health and Safety Act and its regulations, for refusing work on a job or any workplace, or to operate any equipment where they believe it to be unsafe or unhealthy to themselves, a workmate or the public, or where it would be contrary to the applicable Federal, Provincial or Municipal Health and Safety legislation or regulation. There shall be no loss of pay, seniority or benefits during a period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused unless in the presence of the Union Rep., or his designate, the employee has been advised of the other employee's refusal, and their reasons for the refusal, and agrees to perform the work. 12.03

Determine that inspections are being carried out at least once a year. The regular inspection shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions. The committee shall determine that accident investigations have been made as required by Accident and near Miss Investigations. 12.04

The Company agrees to comply in a timely manner with the Workers' Compensation Act. All standards established under the Act shall constitute a minimum acceptable practice that may be improved upon by agreement of the Union and Company. 12.05

Safety Shoes – The Company shall provide one pair of approved safety shoes, once per year at no cost to the employee who is required to wear safety shoes. Employees who require a second pair of safety shoes as a result of the work they are performing, must obtain approval from their supervisor for the second pair of safety shoes in the same year. This approved second pair will be provided at no cost to the employee. 12.06

ARTICLE 13 – BULLETIN BOARDS AND UNION ELECTIONS

1. The Union will be allowed space on the Bulletin Boards furnished by the Company at different locations throughout the plant and offices for the purpose of posting notices regarding meetings and matters pertaining only to the Union. Before posting or distributing notices, they shall be submitted to the Director, Human Resources forty-eight (48) hours prior to posting or distribution. Bulletin Board locations will be as follows: R&D, CEVAM, N.P. Time Office, S.P. Time Office, Engineering and Main Office: 13.01
 - First floor (two boards) East and West wall
 - Second floor (two boards) Systems and Vending Services area
 - Third floor (two boards) East and West stairway.
2. The Company agrees that the Union may conduct Union elections required for the administration of the local Union or by the constitution of the International Union on Company property at times and locations arrived at by mutual agreement. 13.02

ARTICLE 14 – COPIES OF AGREEMENT

1. The Company will print the Agreement and will make copies available to each employee. It will issue updated rate schedules as required. 14.01

ARTICLE 15 – HANDICAPPED EMPLOYEES

1. In the event of an employee sustaining injuries at work or outside of his employment, and becoming physically handicapped as a result thereof, the Company will make every reasonable effort to give the handicapped employee such suitable employment as is available. 15.01

ARTICLE 16 – JURY DUTY

1. The Company will grant the necessary permission to any employee called upon to serve as a juror or a subpoenaed witness. For each working day that the employee is required to be in court, the Company will pay the difference between their hourly equivalent salary for the number of hours which they would normally work on their regular job and their jury pay or witness pay. The Company will continue the employee's pay while on Jury Duty. The employee will be required to furnish the Company with a Certificate of Service signed by the Clerk of the court or subpoena. If the Certificate of Service is not provided, the Company would make the appropriate deductions from the employee's pay. 16.01

ARTICLE 17 – 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, per week, or of days of work per week. This Article shall not be considered as any basis for the calculation or payment of overtime which is covered solely by Article 18. 17.01
2. (a) The normal work day for employees not assigned to continuous shift work for the purpose of this Article shall be seven and one-quarter (7-1/4) consecutive hours broken only by an unpaid lunch period of forty-five (45) minutes within a twenty-four (24) hour period. 17.02
(b) The normal work day for employees assigned to continuous shift work for the purpose of this Article shall be eight (8) consecutive hours within a twenty-four (24) hour period. 17.03
3. (a) The normal pattern for employees not assigned to continuous shift work shall be five (5) consecutive days beginning on Monday. 17.04
(b) The normal pattern for employees assigned to continuous shift work shall be five (5) consecutive days beginning on the first day of any seven (7) consecutive day period and may begin on any day of the calendar week and may extend into the next calendar week and shall be by rotation of shift within the appropriate occupational group. 17.05
4. The Company may increase or decrease the number of shifts or days on or during which a department may be scheduled, but all employees shall be scheduled on the basis of the work pattern except where: 17.06
(a) Such schedules regularly would require the payment of overtime. 17.07
(b) Deviations from the work pattern are necessary due to breakdowns or other conditions beyond the control of the Company. 17.08
5. The Company retains the discretion to schedule any operation, employee or group of employees, at any time under either Section 3 (a) or Section 3 (b) or Article 17. 17.09
For employees on a rotating shift schedule, a schedule will be posted on the Thursday prior to scheduled work week and the schedule will include the employees' names. The Company agrees to provide such employees with no less than 48 hours notice of any shift schedule change. In the event that the Company fails to provide such notice for reasons other than those within their control, the Company shall pay any rescheduled employee at the rate of time and one half for the first rescheduled shift only. 17.10

ARTICLE 18 – OVERTIME AND SPECIAL PAY

1. This Article shall not be construed as a guarantee of hours of work per day per week or a guarantee of days of work per week. 18.01
2. The work day for the purpose of this Article is the twenty-four (24) hour period beginning with the time the employees begin to work. 18.02
3. The work week for the purpose of this Article shall consist of seven (7) consecutive days beginning at 12:01 a.m. Monday. 18.03
4. Straight time will be paid for: 18.04

Time worked between seven and one-quarter (7-1/4) and eight (8) hours in a work day and time worked between thirty-six and one-quarter (36-1/4) and forty (40) hours in a work week.	18.05
5. Time and One Half will be paid for:	18.06
(a) Time worked in excess of eight (8) hours in a work day and time worked in excess of forty (40) hours in a work week.	18.07
(b) Hours worked between 8:00 a.m. Saturday and 12:00 Midnight Sunday.	18.08
(c) All hours worked by an employee on any of the holidays as specified in Article 21, in addition to his statutory holiday allowance as provided for in Article 21.	18.09
6. The hours for which a statutory holiday allowance is paid as provided in Article 21 shall be deemed to be hours worked in computing overtime on a weekly basis provided the employee was normally scheduled to work such hours.	18.10
7. No overtime will be paid for hours in excess of seven and one-quarter (7-1/4) hours or eight (8) hours in the twenty-four (24) hours work day because of personal arrangements between employees. Any such arrangements must be made with the express permission of the employee's immediate supervisor.	18.11
8. Payment of overtime rates shall not be duplicated for the same hours worked, but the higher of the applicable rates shall be used.	18.12
Hours compensated for at overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any other provisions; provided, however, hours worked on a Holiday shall be counted for purposes of computing overtime liability, under the provisions of Section 6 of Article 18.	18.13
9. Employees required to work two (2) or more hours following their regular quitting time without having been given two (2) hours notice prior to their regular starting time shall receive a meal allowance in the amount of \$8.00 .	18.14
10. Reasonable notice shall be given as far in advance as possible to employees required to work overtime. Notice of weekend overtime shall, whenever practical, be provided not later than the completion of an employee's regularly scheduled shift – Thursday.	18.15
When overtime work is required, the Company shall endeavour to meet the wishes of an employee who does not wish to work the overtime.	18.16
All overtime work will be shared as equitably as circumstances permit among all employees actually performing the specific job in the department.	18.17
* see LETTER OF UNDERSTANDING ITEM 11	

ARTICLE 19 – SHIFT PREMIUM

1. Shift premium will be paid as follows:	19.01
(a) For hours worked by an employee on his regularly scheduled afternoon shift (4:00 p.m. to 12:00 midnight) thirty cents (\$.30) per hour.	19.02
(b) For hours worked by an employee on his regularly scheduled night shift (12:00 midnight to 8:00 a.m.) thirty-five cents (\$.35) per hour.	19.03
(c) For purposes of applying the aforesaid shift premium the following shall apply:	19.04
(i) If half or more of the hours worked continuously fall between 12:00 midnight and 8:00 a.m., a shift premium of thirty-five cents (\$.35) per hour	19.05

- shall be paid.
- (ii) If half or more of the hours worked continuously fall between 4:00 p.m. and 12:00 midnight, a shift premium of thirty cents (\$.30) per hour shall be paid. If however, half the hours worked continuously fall between 12:00 midnight and 8:00 a.m., then Section 1 (c) (I) of Article 19 shall apply. 19.06
 - (iii) If more than half the hours worked continuously fall between 8:00 a.m. and 4:00 p.m., no shift premium shall be paid. 19.07
2. Shift premium shall not form a part of the hourly rate for the purpose of calculating overtime. 19.08

ARTICLE 20 – REPORTING ALLOWANCE AND CALL-IN PAY

- 1. Call-in Pay 20.01
Employees called out to work during other than their normal hours shall be paid a minimum of four (4) hours pay.
- 2. Reporting Allowances 20.02
If an employee shall commence work on any day as scheduled, he will receive an allowance equal to his regularly scheduled hours for that day.

ARTICLE 21 – PAID HOLIDAYS

- 1. The following days shall be paid as paid holidays: 21.01

New Year’s Day	Good Friday
Victoria Day	Canada Day
Atlas Picnic Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

and a day to be observed between December 24th and January 2nd, inclusive. The Company will endeavour to reduce operations for the above days during the term of this Agreement.
- 2. If another day is substituted by Federal or Provincial statute, or agreement between the parties for the observance of a holiday, the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article. 21.02
- 3. If the Company at its discretion decides to suspend work in all or part of its technical, operating or administrative offices on the day immediately prior to or following the holiday, those employees who are relieved from work shall not have their pay reduced by reason of such suspension of activities. 21.03
This excludes the Christmas shutdown, not to exceed two (2) weeks. In no case will the employee be denied his/her statutory holiday pay.
- 4. An employee shall be paid the equivalent of one day’s pay for each of these holidays regardless of the day of the week on which the holiday falls, provided he/she has complied with the provisions of Section 5 of Article 21. 21.04
- 5. Except if he/she is on vacation or salary continuance, to be entitled to the paid holiday allowance, an employee must perform work within the pay period in which the holiday occurs. 21.05

- If an employee is laid off or granted a leave of absence for more than eight (8) weeks and is subsequently reinstated during the vacation year, they shall receive vacation pay in accordance with their seniority pro-rated on the basis of time actually worked during the vacation year. 22.14
7. Retirement 22.15
 An employee's normal retirement date is the first of the month following his 65th birthday. Any employee retiring from active employment with the Company due to reaching retirement age shall receive vacation pay in accordance with their seniority as soon as possible after January 1st of the year following their retirement date. An employee retiring after January 1, 1998 shall receive full vacation entitlement for the year in which they are retiring.
8. The time at which the vacation of any employee shall be taken shall be prescribed by the Company. When a department is completely shutdown, all employees qualifying for vacations with pay normally will be required to take their vacations during the shutdown period. In cases where the length of the vacation is greater or less than the shutdown period, the Management will endeavour to make satisfactory arrangements. 22.16
 In scheduling vacations outside of the shutdown period seniority shall be the governing factor, providing the efficiency of the department shall not be unduly affected. 22.17
9. General Regulations – Vacations may not be postponed from one vacation period to another, and will be forfeited unless completed during the vacation period. 22.18
 * See LETTER OF UNDERSTANDING, ITEM 12

ARTICLE 23 - 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: 23.01

- A) Group Life Benefit
- B) Group Accidental Death and Dismemberment Plan
- C) Group Weekly Indemnity Plan Benefit
- D) Group Long Term Disability Benefit
- E) Group Drug Plan
- F) Group Major Medical Plan
- G) Group Basic Dental Care Plan
- H) Health Card Insurance Plan
- I) Group Semi-Private Hospital Plan
- J) Group Survivor Income Benefit

The Company further agrees that during the term of this Agreement, it will pay one hundred percent (100%) of the premiums of the above-noted benefits from the effective date of such benefits with respect to employees. 23.02

A) Group Life Benefit	
1. (a) To provide for Life Insurance in the amount of \$35,000* in the event of death (from any cause) of a regular employee or of a regular temporary employee.	23.03
*Effective Year 2 of the contract	
(b) An employee who retires under the pension plan of the Company and the Union shall be provided with Life Insurance in the sum of three thousand, five hundred dollars (\$3,500).	23.04
B) Group Accidental Death and Dismemberment Plan	23.05
1. Effective May 1, 1997	
(a) To provide for coverage in the amount of \$35,000* in the event of death (from a non-occupational accident) of a regular employee or of a regular temporary employee, occurring within eighteen (18) months of such accident. Such amount payable in addition to the amount of Life Insurance.	
*Effective Year 2 of the contract	
(b) To provide for coverage in the event of dismemberment of a regular employee or of a regular temporary employee, occurring within eighteen (18) months (and as a result) of a non-occupational accident. Such coverage to vary in amount contingent upon the specified loss.	23.06
2. Coverage subject to specified circumstances.	23.07
C) Group Weekly Indemnity Plan	23.08
1. To provide a minimum weekly benefit of \$445 for a regular employee or for a regular temporary employee for non-occupational disabilities commencing on or after January 1, 1997. Such benefit is based on an eight (8) day waiting period and will provide coverage for a maximum of fifty-two (52) weeks. The Group Weekly Indemnity Plan will be integrated with the provisions of Article 24 – Sick Leave.	
Effective on or after January 1 st of each year of this Agreement, the Company agrees to match the maximum Unemployment Insurance Benefit for all disabilities which arise on or after that date.	23.09
D) Group Long Term Disability Benefit	
1. To provide a monthly benefit of \$800 (payable on a weekly basis) for a regular employee or for a regular temporary employee.	23.10
Such benefit to commence following completion of the 52 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.	23.11
E) Group Drug Plan	
1. To provide the London Life \$.35 deductible Prescription Drug Plan, for regular employees and their eligible dependants, for prescriptions, issued by a licensed physician or dentist for covered drugs.	23.12
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.	23.13
3. (a) An employee who is a member of the pension plan with not less than	23.14

thirty years of pensionable service, regardless of age, will upon choosing early retirement, have the Group Drug Plan maintained until age sixty-five (65) or death, whichever is the sooner (contingent upon maintaining residence in Ontario).

- (b) The Company agrees that the credit card drug benefit described in the collective agreement will be provided to age sixty-five (65) for the spouse of retiring employees effective May 1, 1996. (To include all existing eligible retirees.)

F) Group major Medical Plan

- 1. To provide coverage for regular employees and their eligible dependants in the amount of 100% reimbursement of insured charges which, during any one calendar year exceeds \$25 in the case of single employees, and \$50 in the case of a family. See Item #26. 23.15(a)
- 2. The Group Drug Plan will be amended to include the following: 23.15(b)
 - 1. The use of cross therapeutic selection where allowed by a doctor.
 - 2. The mandatory use of generic drugs where allowed by a doctor.
 - 3. The use of positive enrolment and co-ordination of benefits.
 - 4. Elimination of over the counter drugs unless it can be proven that the over the counter drug has been prescribed by a doctor on a regular basis over the last two (2) consecutive years prior to the date of ratification.
- 3. Effective October 6, 1982, the Group Major Medical Plan will include: 23.16
 - (a) Effective **June 12, 1998**, vision care, to a maximum of **\$175** per insured person in any two year period, and
 - (b) **Effective June 1, 2000 vision care to a maximum of \$200 per insured person in any two year period, and payment of one eye examination every two years, and**
 - (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.

G) Group Basic Dental Care Plan

- 1. Effective October 6, 1982 the Company will provide the Basic blue Cross Dental Care Plan No. 7 including Rider No. 1; Effective November 1, 1991, the Company will provide the basic Dental Plan; to provide coverage for regular employees and their eligible dependants in the amount of 100% reimbursement of insured charges during any one calendar year based on: The 1995 O.D.A. Schedule of Rates effective January 1st, 1998. **The 1996 O.D.A. Schedule of Rates effective January 1, 1999. The 1997 O.D.A. Schedule of Rates effective January 1, 2000. The 1998 O.D.A. Schedule of Rates effective January 1, 2001.** 23.17
- 2. Basic service to include examination, consultation, x-rays, scaling of teeth, fillings, surgical removal of teeth, endodontic and periodontic services. 23.18
- 3. Expand Dental Benefit Coverage to Provide: 23.19
 - (a) Effective May 1, 1991, orthodontic coverage for dependent children only to an annual maximum of \$500 and a lifetime maximum of \$1000; and

- (b) Effective may 1, 1991, coverage for crowns, bridges and dentures to an annual maximum of \$1000.
 - (c) Basic services to exclude dental services not listed under “insured services”, services not performed by a licensed dentist, charges in excess of the O.D.A. Schedule of rates as outlined in 23.17, and dental services paid through any other source.
 - (d) Work performed by a licensed denturist on upper or lower dentures is an eligible expense under the dental plan. It is understood that a licensed denturist will only provide work within his licensed capacity.
- H) Health Card Insurance Plan 23.20
 To provide coverage for regular employees and their eligible dependents, for regular hospital services in standard ward accommodation and covered medical and surgical expenses.
- I) Group Semi-Private Hospital Plan 23.21
 To provide for payment of the difference between standard ward accommodation and semi-private accommodation to a maximum of the “rate applicable” per day per insured person.
- J) Group Survivor Income Benefit 23.22
 In the event that an eligible employee is on the payroll and has been actively at work on or after June 15, 1985, and has 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:
- (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 remarriage 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:
- i (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 one year has been living with the employee, and has been publicly represented as the employee’s spouse in the community in which the employee resided at the time of death. 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.
- The Company agrees to provide (for 1 Year) Visioncare, Major Medical, Dental and Drug coverage to the surviving spouse and dependents of an employee who dies prior to retirement (effective ratification date).**
The Company also agrees to waive the Survivor Income Benefit commuted value deduction from the Pension Plan death benefit calculation for active employees who at the time of their death have more than ten (10) years but less than thirty (30) years of accredited service.

ARTICLE 24 – SICK LEAVE

- | | | |
|---|--|-------|
| 1. The provisions of this Article shall cover employees absent from work as a result of personal disability caused by injury or sickness (excluding pregnancy). | 24.01(a) | |
| Employees must report all absences through Security (Protection Services), as far in advance as possible, prior to their regularly scheduled shift in order to be eligible for salary continuance. | 24.01(b) | |
| 2. Salary shall be continued during disability as defined in Section 1 of this Article at the employee’s salary rate except as modified in Paragraph 24.11 herein. | 24.02 | |
| 3. The duration of such salary continuance shall be based on the length of continuous Company service and shall be as follows: | 24.03 | |
| Length of Continuous Service with the Company | Maximum Sick Leave Salary Continuance during each year of this Agreement | 24.04 |
| Less than five (5) months of Continuous service | 2 days per month | 24.05 |
| Five (5) months but less than two (2) Years | 2 week’s pay | 24.06 |
| Two (2) years but less than three (3) Years | 4 weeks’ pay | 24.07 |
| Three (3) years but less than four (4) Years | 6 week’s pay | 24.08 |
| Four (4) years and over | 8 week’s pay | 24.09 |
| 4. Such salary continuance may be requested by an employee from the first day of absence, and will be paid, provided an employee obtains medical attention within a reasonable time and a Medical Certificate, authorized by a physician, chiropractor, and/or dentist, licensed to practice in the Province of Ontario indicating: | 24.10 | |
| (i) the nature of the illness, | | |
| (ii) that the employee was sick to the extent that the employee could not perform work, is submitted to the Company. | | |
| • see LETTER OF UNDERSTANDING ITEM 6 | | |
| 5. However, where an employee is absent and is not eligible for either weekly indemnity benefit or salary continuance under Paragraph 24.10 above, an employee shall receive 50% of regular straight time for each absence to a maximum of ten (10) working days. | 24.11 | |
| 6. Salary continuance in accordance with the above table shall constitute the maximum salary continuance under this Agreement for an employee’s absences from work due to one or more personal disabilities during each year of this Agreement. | 24.12 | |
| 7. Salary continuance payments shall be reduced by the amount of any Worker’s Compensation or Weekly Indemnity Insurance payments that may be payable to an employee with respect to the period of salary continuance. Only the difference | 24.13 | |

between an employee's regular full salary and Workers' Compensation Benefits will be charged against such employees annual salary continuance entitlement.

8. The maximum salary continuance payment for any pay period shall not exceed an employee's applicable bi-weekly salary rate; nor shall any employee be paid salary continuance in excess of the amount they would have earned at their applicable bi-weekly salary rate had they not been absent from work due to personal disability. Such salary continuance payment shall not be reduced or discontinued as a result of any demotion or reduction in force which occurs during the applicable period set forth in the table in Section 3 of Article 24 so long as the employee remains disabled as defined in Section 1 of Article 24 during such period. 24.14
9. Salary continuance shall not be paid during any period while an employee is on paid vacation. 24.15
10. To be eligible for payments under the provisions of this Article a Medical Certificate duly authorized by a physician, chiropractor, and/or dentist, licensed to practice in the Province of Ontario, indicating (i) the nature of the disability, and (ii) that the employee was sick to the extent that the employee could not perform work, may be required by the head of the department in which the employee is employed. 24.16
 - see LETTER OF UNDERSTANDING ITEM 6

ARTICLE 25 – RATE OF PAY

1. The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs" dated December 28, 1969, (hereinafter referred to as the "Manual"), is incorporated into this Agreement as Appendix "A", and its provisions shall apply as if set forth in full herein. 25.01
2. Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement. 25.02
3. Standard Salary Scale 25.03
 - (a) Effective June 13, 1998 and continuing until June 12, 1999, the Standard Salary Scale shall be as follows:

Job Class	Std. Bi-Weekly Salary Rate	Hourly Rate
0	\$995.93	\$13.737
1	\$1,031.89	\$14.233
2	\$1,067.78	\$14.728
3	\$1,103.67	\$15.223
4	\$1,140.28	\$15.728
5	\$1,176.89	\$16.233
6	\$1,213.51	\$16.738
7	\$1,250.12	\$17.243
8	\$1,286.73	\$17.748

9	\$1,323.34	\$18.253
10	\$1,359.96	\$18.758
11	\$1,396.57	\$19.263
12	\$1,433.18	\$19.768
13	\$1,469.79	\$20.273
14	\$1,506.41	\$20.778
15	\$1,543.02	\$21.283
16	\$1,579.63	\$21.788

- (b) Effective June 13, 1999 and continuing until June 12, 2000, the Standard Salary Scale shall be as follows: 25.04

Job Class	Std. Bi-Weekly Salary Rate	Hourly Rate
0	\$995.93	\$13.737
1	\$1,032.98	\$14.248
2	\$1,069.96	\$14.758
3	\$1,106.93	\$15.268
4	\$1,144.63	\$15.788
5	\$1,182.33	\$16.308
6	\$1,220.03	\$16.828
7	\$1,257.73	\$17.348
8	\$1,295.43	\$17.868
9	\$1,333.13	\$18.388
10	\$1,370.83	\$18.908
11	\$1,408.53	\$19.428
12	\$1,446.23	\$19.948
13	\$1,483.93	\$20.468
14	\$1,521.63	\$20.988
15	\$1,559.33	\$21.508
16	\$1,597.03	\$22.028

- (c) Effective June 13, 2000 and continuing until April 30, 2001, the Standard Salary Scale shall be as follows: 25.05

Job Class	Std. Bi-Weekly Salary Rate	Hourly Rate
0	\$995.93	\$13.737
1	\$1,034.07	\$14.263
2	\$1,072.13	\$14.788
3	\$1,110.19	\$15.313
4	\$1,148.98	\$15.848
5	\$1,187.77	\$16.383

6	\$1,226.56	\$16.918
7	\$1,265.34	\$17.453
8	\$1,304.13	\$17.988
9	\$1,342.92	\$18.523
10	\$1,381.71	\$19.058
11	\$1,420.49	\$19.593
12	\$1,459.28	\$20.128
13	\$1,498.07	\$20.663
14	\$1,536.86	\$20.198
15	\$1,575.64	\$21.733
16	\$1,614.43	\$22.268

- (d) Effective June 13, 1999, the COLA generated during the first year of this Agreement will be rolled into the rates under Section 3(b) Article 25.04. 25.06
- (e) Effective June 13, 2000, the COLA generated during the second year of this Agreement will be rolled into the rates under Section 3(c) Article 25.05. 25.07
- (f) Effective April 30, 2001, the COLA generated during the third year of this Agreement will be rolled into the rates under Section 3(c) Article 25.05 as amended by Article 25.07. 25.08
- 4. The Standard Salary Scale rate for each job class is the standard rate for all jobs Classified within such job class. 25.09
- 5. In addition to the standard rates, a schedule of training and development progressional rates is established containing the following: 25.10
 - (a) An intermediate rate at level one job class increment below the standard rate. 25.11
 - (b) A starting rate at level two job class increments below the standard rate; and 25.12
 - (c) A training rate at a level three job class increments below the standard rate. 25.13
- 6. The Schedule of Progressional Rates defined in Section 5 of Article 25 applies to each job in the respective job classes for period of time as follows: 25.14
 - (a) Job Class 1: One period of three months at an intermediate rate. 25.15
 - (b) Job Class 2: Two periods of three months, 25.16
 - (i) the first at starting rate, and
 - (ii) the second at intermediate rate.
 - (c) Job Classes 3 to 7 inclusive: two periods of six months, 25.17
 - (i) the first at starting rate, and
 - (ii) the second at intermediate rate.
 - (d) Job Class 8 and higher: Three periods of six months, 25.18
 - (i) the first at training rate, and
 - (ii) the second at starting rate, and
 - (iii) the third at an intermediate rate.
- 7. (a) EFFECTIVE JUNE 13, 1998 AND CONTINUING UNTIL JUNE 12, 1999, THE SCHEDULE OF PROGRESSIONAL RATES SHALL BE AS FOLLOWS: 25.19

SCHEDULE OF PROGRESSIONAL RATES 25.20

Job Class	Train	Start \$	Inter \$	Standard \$	Train/ (Month)
0				995.93	Nil
1			995.93	1031.89	1-3
2		995.93	1031.89	1067.78	2-3
3		1031.89	1067.78	1103.67	2-6
4		1067.78	1103.67	1140.28	2-6
5		1103.67	1140.28	1176.89	2-6
6		1140.28	1176.89	1213.51	2-6
7		1176.89	1213.51	1250.12	2-6
8	1176.89	1213.51	1250.12	1286.73	3-6
9	1213.51	1250.12	1286.73	1323.34	3-6
10	1250.12	1286.73	1323.34	1359.96	3-6
11	1286.73	1323.34	1359.96	1396.57	3-6
12	1323.34	1359.96	1396.57	1433.18	3-6
13	1359.96	1396.57	1433.18	1469.79	3-6
14	1396.57	1433.18	1469.79	1506.41	3-6
15	1433.18	1469.79	1506.41	1543.02	3-6
16	1469.79	1506.41	1543.02	1579.63	3-6

- 7 (b) Effective June 13, 1999 and continuing until June 12, 2000, the Schedule of Progressional Rates shall be as follows: 25.21

SCHEDULE OF PROGRESSIONAL RATES

Job Class	Train	Start \$	Inter \$	Standard \$	Train/ (Month)
0				995.93	Nil
1			995.93	1032.98	1-3
2		995.93	1032.98	1069.96	2-3
3		1032.98	1069.96	1106.93	2-6
4		1069.96	1106.93	1144.63	2-6
5		1106.93	1144.63	1182.33	2-6
6		1144.63	1182.33	1220.03	2-6
7		1182.33	1220.03	1257.73	2-6
8	1182.33	1220.03	1257.73	1295.43	3-6
9	1220.03	1257.73	1295.43	1333.13	3-6
10	1257.73	1295.43	1333.13	1370.83	3-6
11	1295.43	1333.13	1370.83	1408.53	3-6
12	1333.13	1370.83	1408.53	1446.23	3-6
13	1370.83	1408.53	1446.23	1483.93	3-6

14	1408.53	1446.53	1483.93	1521.63	3-6
15	1446.23	1483.93	1521.63	1559.33	3-6
16	1483.93	1521.63	1559.33	1597.03	3-6

- 7 (c) Effective June 13, 2000 and continuing until April 30, 2001, the Schedule of Progressional Rates shall be as follows: 25.22

SCHEDULE OF PROGRESSIONAL RATES

Job Class	Train	Start \$	Inter \$	Standard \$	Train/ (Month)
0				995.93	Nil
1			995.93	1034.07	1-3
2		995.93	1034.07	1072.13	2-3
3		1034.07	1072.13	1110.19	2-6
4		1072.13	1110.19	1148.98	2-6
5		1110.19	1148.98	1187.77	2-6
6		1148.98	1187.77	1226.56	2-6
7		1187.77	1226.56	1265.34	2-6
8	1187.77	1226.56	1265.34	1304.13	3-6
9	1226.56	1265.34	1304.13	1342.92	3-6
10	1265.34	1304.13	1342.92	1381.71	3-6
11	1304.13	1342.92	1381.71	1420.49	3-6
12	1342.92	1381.71	1420.49	1459.28	3-6
13	1381.71	1420.49	1459.28	1498.07	3-6
14	1420.49	1459.28	1498.07	1536.86	3-6
15	1459.28	1498.07	1536.86	1575.64	3-6
16	1498.07	1536.86	1575.64	1614.43	3-6

8. A new schedule of Progressional Rates will be supplied after each COLA roll-in of June 12, 1999, June 12, 2000 and April 30, 2001. 25.23
9. The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provision of this Agreement. 25.24
10. Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals of work as specified in section 6 of Article 25 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked. 25.25
11. An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate 25.26

- or rates, if any, of the job to which promoted shall apply.
12. Any employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
 - (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
 13. An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
 14. An employee hired after the standard salary scale is established shall be assigned as is appropriate to his experience to the training, intermediate or standard rate of the job and thereafter, the applicable arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
 15. A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company on the working day following the date upon which such employee completed such period. As of the date, such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.
 16. Effective on the date specified in Section 3 of Article 25 all employees shall have their rates of pay adjusted as follows:
 - (a) If the employee is not receiving an “out-of-line differential” prior to the date specified in Section 3 of Article 25 the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for that employee’s job, as provided in Sections 7 and 8 of Article 25.
 - (b) If the employee is receiving an “out-of-line differential” prior to the date specified in Section 3 of Article 25 the rate of pay of such employee shall be increased by the amount by which the standard rate for Job Class 0 has been increased, as provided in Section 3 of Article 25 and the following shall

govern:

- (i) If the employee's new rate resulting from such increase is greater than the applicable training, starting, intermediate or standard rate for the job as provided in Sections 7 and 8 of Article 25, the amount by which such employee's new rate is greater than the rate provided in sections 7 and 8 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provision of this Agreement.
 - (ii) If the employee's new rate resulting from such increase is equal to or less than the applicable training, starting, intermediate or standard rate for the job, as provided in Sections 7 and 8 of Article 25, the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the job, as provided in Sections 7 and 8 of Article 25, and the former out-of-line differential shall be determined.
17. Except as such out-of-line differential may be changed by the means hereinafter provided, any employee receiving an out-of-line differential shall continue to be paid such out-of-line differential during such time as the employee is assigned to the applicable training, starting, intermediate or standard rate level of the job for which the out-of-line differential was established. 25.34
18. If an employee with an out-of-line differential is promoted to a job of higher job class, a new out-of-line differential shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate. 25.35
19. If an employee with an out-of-line differential is demoted to a job of lower job class, the out-of-line differential shall be terminated. 25.36
20. If an employee with an out-of-line differential is transferred, at the request of management, to another job in the same job class, there shall be no change in such employee's out-of-line differential, except as provided in Section 23 of Article 25. 25.37
21. If such employee referred to in Sections 18 and 19 of Article 25 is returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of sections 22 and 23 of Article 25. 25.38
22. The progression from a training, starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the out-of-line differential by the amount of the progressional increase or to eliminate the out-of-line differential if such is less than the amount of the progressional increase. 25.39
23. In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate the out-of-line differentials. 25.40
24. Temporary Transfer 25.41
- In case of a temporary transfer an employee's rate assignment shall not be changed except as required for progression to a higher applicable rate level, if any, as provided in Section 10 of Article 25. The rate assignment of any employee temporarily transferred to a job in a higher job class shall not be changed until such employee occupies the job for a period of one (1) day in a pay period at which time such employee's rate assignment shall be changed in accordance with the

provisions of Section 11 of Article 25, such change shall be effective retroactively to the first day such employee occupied such job. At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

- 25. Pro-Rata Standard Hours Salary Rate 25.42
 For any purpose for which standard hourly rate may be required there shall be established for each standard bi-weekly salary rate a corresponding equivalent standard hourly salary rate by dividing the standard bi-weekly salary rate by 72.5 hours.
- 26. General 25.43
 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable rates shall be corrected to conform to the provisions of this Agreement.
- 27. Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a salary rate inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this Agreement. 25.44
- 28. Employees will be paid every second Friday. 25.45
 Payroll will be deposited directly to the financial institution of the employees' preference. It is understood that there will be a delay for overtime and adjustments.

ARTICLE 26 – PENSION

- 1. For normal retirement (age 65) a benefit of: 26.01
 - (a) \$32.00 per month per year of pensionable service prior to February 1, 1971, plus, \$37.00 per month per year of pensionable service from February 1, 1971, forward; to a maximum of forty (40) years.
 - (b) Effective June 1, 1999
 \$33.00 per month per year of pensionable service prior to February 1, 1971, plus; \$38.00 per month per year of pensionable service from February 1, 1971, forward; to a maximum of forty (40) years.
 - (c) Effective June 1, 2000
 \$35.00 per month per year of pensionable service prior to February 1, 1971, plus; \$40.00 per month per year of pensionable service from February 1, 1971, forward; to a maximum of forty (40) years.
 - * see LETTER OF UNDERSTANDING, ITEM 4
 - (d) Any employee with thirty (30) years of credited service will be allowed to retire irrespective of age.
- 2. Early Retirement Option: 26.02
 At any time following attainment of age fifty-five (55), with a minimum of ten (10)

years of continuous service, an employee may retire with his accrued pension to date. The amount of accrued pension to be reduced by one-half of one percent (1/2 of 1%) per month for each month prior to age sixty-five (65). An employee with not less than thirty (30) years of credited service, regardless of age, may retire with an unreduced pension based on pension credits accrued to date.

Early Retirement Supplement (Bridge): 26.03

With thirty (30) years of pensionable service, regardless of age, an employee selecting early retirement shall receive an early retirement supplement of:

- (a) \$17.00 per month per year of pensionable service prior to February 1, 1971, plus
- (b) \$22.00 per month per year of pensionable service from February 1, 1971, forward; to a maximum of thirty (30) years.

3. The Early Retirement Supplement will be payable to age sixty-five (65) or when the Canada Pension Plan and Old Age Supplement benefits become payable, whichever is the earlier. 26.04

4. Pensionable Service: 26.05

Shall be calculated in full years of employment with pay and fractions of years of employment with pay as follows:

- (a) For service prior to and including the 31st of January, 1971, pensionable service shall be based on continuous service as indicated on the seniority list as of the 31st of January, 1971, and 26.06
- (b) For service after and including the 1st of February, 1971, pensionable service shall be based upon the following table: 26.07

Hours of Work With Pay	Pensionable Service
More than 1600 hrs.	1 year
More than 1440 less than 1600 hours	9/10 year
More than 1280 less than 1440 hours	8/10 year
More than 1120 less than 1280 hours	7/10 year
More than 960 less than 1120 hours	6/10 year
More than 800 less than 960 hours	5/10 year
More than 640 less than 800 hours	4/10 year
More than 480 less than 640 hours	3/10 year
More than 320 less than 480 hours	2/10 year
More than 160 less than 320 hours	1/10 year
Less than 160 hours	0

Provided however that total pensionable service shall not exceed forty (40) years.

Temporary Absence: Authorized absence for reasons of: 26.08

- (i) illness or accident for which an employee received benefits under the Worker's Compensation Act (provided the employee returns to work prior to retirement), or
- (ii) statutory, pregnancy, parental and adoption leaves taken in accordance

- with the Employment Standards Act of Ontario, (March 1993 – Part XI, Section #42 or)
- (iii) illness or accident for which the employee received salary continuance or payments, other than long term disability payments under any Weekly Indemnity Accident and Sickness Program of the Company, or
 - (iv) Local union business during which the employee received no pay from the Company, or
 - (v) vacation shall be considered as hours worked in calculating pensionable service.
5. Continuous Service: 26.09
Means that an employee has accrued seniority as provided under the terms of the Collective Agreement.
 6. An employee's normal retirement date is the first of the month coincident with, or next following his sixty-fifth (65th) birthday. 26.10
 7. An employee will become an eligible member of the Pension Plan upon completion of two (2) years of continuous service at which point membership is dated back to commencement of his continuous service. 26.11
 8. The Regular form of pension shall be payable for life but guaranteed for a minimum of five (5) years in any event. 26.12
 9. Optional Forms of pension, made prior to normal retirement, and subject to time and health requirements, may be elected by the members as follows: 26.13
 - (a) An actuarially increased pension payable during the member's lifetime, or 26.14
 - (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 the Government Rules) or for the after lifetime of a named counter-life. 26.15
 10. A member with ten (10) or more years of continuous service shall acquire a fully vested interest in pension credits accrued to the 31st of December, 1986. These to be held and be available at the members Normal Retirement Date. A Member with two (2) or more years of membership in the plan shall acquire a vested interest in pension credits accrued on and after January, 1987 to date. 26.16

ARTICLE 27 – NO STRIKES – NO LOCKOUTS

1. In view of the orderly procedure for the settlement of complaints and grievances, as established herein, the Union, its officers, agents and employees agree that there will be no strike, sit-down, slow-down, stoppage of work, or any act of a similar nature which would interfere with production during the term of this Agreement. 27.01
2. The Company agrees that there will not be a lock-out during the term of this Agreement. 27.02
3. The applicable procedure of this Agreement will be followed for settlement of all grievances. 27.03

ARTICLE 28 – TERMINATION ALLOWANCE

1. Notwithstanding the provisions of Article 10, Section 6 (reduction of Force and Layoff), a regular employee terminated for any of the following reasons shall receive salary to the end of the appropriate bi-weekly pay period: 28.01
 - (a) permanent discontinuance of his job. 28.02
 - (b) inability to meet the requirements of his job. 28.03
 - (c) This section does not apply to an employee who has received his/her notice of layoff and has been provided further work on a temporary basis. 28.04
2. In the event the employee is terminated due to misconduct or cause, such employee shall receive payment for the time actually worked within the appropriate bi-weekly pay period. 28.05

ARTICLE 29 – LENGTH OF AGREEMENT

29.01

1. This Agreement shall remain in force for a period of three (3) years and shall continue in force thereafter unless not more than ninety (90) days, and not less than thirty (30) days before the date of its termination, **April 30, 2001**, either party shall furnish the other with notice of termination or proposed revision of the Agreement. In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized thereunto, this ____ **day of** _____ **1998**.

**FOR ATLAS SPECIALTY
STEELS, A DIVISION OF
ATLAS STEELS INC.**

**FOR THE UNITED
STEELWORKERS OF
AMERICA, LOCAL 7777**

N.A. Mattina

D. McIntosh

T. Oster

R. Mattie

M. Marcello

D. Frost

R. Marshall

R. Finlay

J. Sciarra

APPENDIX “A”

Appendix “A” shall consist of the “Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs” dated December 28, 1969.

- see LETTER OF UNDERSTANDING, ITEM 23

APPENDIX “B”

Group I TECHNICAL

Plant Metallurgical employees
Research and Development employees
Industrial Engineering employees
Engineering (Drafting) employees
Plant Engineering employees
Customer Service employees
Production Planning employees
Plant Production Office employees
Cevam Technical employees
Traffic and Shipping Services employees

Group II ADMINISTRATIVE

Budget and Cost Control employees
General Accounting employees
Systems and Data Processing employees
Purchasing employees
Marketing employees (Commercial Research and Advertising)
Credit employees

APPENDIX “C”

TUITION REIMBURSEMENT

1. Tuition refund will only be granted when employees have prior written approval of their Supervisor and the Director, Human Resources. (*Tuition Refund Form). The following restrictions apply:
 - Courses must be sourced and delivered within Canada.
 - If course is not available through a Canadian educational institution but is offered by an American school, the Company will grant tuition reimbursement up to a maximum of \$1500 (Cdn.) per year providing all requirements and conditions are met.

2. No prepayment of accounts at any institution will be granted. This will mean that the employees must pay all fees themselves and apply for refunds at the conclusion of an academic year.
3. Any program or course undertaken by employees who expects tuition refunds must have a direct bearing on their career or be, in the opinion of their supervisor and the Director, Human Resources, applicable to a promotion contemplated for them.
4. Correspondence courses, except those sponsored by recognized Industrial affiliates (e.g. R.I.A., A.S.M., M.E.I.) will not be eligible.
5. Refunds will be granted only on presentation of evidence of course or program success.
6. Amount of participative course refunds will be 100% of course tuition.
7. Amount of non-participative course refunds will be 50% of course tuition.
8. An employee who does not obtain passing grades or one who voluntarily withdraws from a course will not receive a refund.

LETTERS OF UNDERSTANDING

United Steelworkers of America,
Local 7777
Atlas Specialty Steels,
Welland, Ontario

ATTENTION; J. Fitzpatrick, President

Gentlemen:

RE: LETTER OF UNDERSTANDING

During the term of the Collective Agreement between the parties effective September 1, 1982, the following understandings have been reached.

ITEM 1 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 and Paragraph 25.28 of the Collective Agreement.
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.

Period	Payable
June 13, 1998 – September 26, 1998	October 23, 1998
September 27, 1998 – December 26, 1998	January 15, 1999
December 27, 1998 – March 27, 1999	April 23, 1999
March 28, 1999 – June 26, 1999	July 16, 1999
June 27, 1999 – September 25, 1999	October 22, 1999
September 26, 1999 – December 25, 1999	January 14, 2000
December 26, 1999 – March 25, 2000	April 21, 2000
March 26, 2000 – June 24, 2000	July 14, 2000
June 25, 2000 – September 23, 2000	October 20, 2000
September 24, 2000 – December 23, 2000	January 12, 2001
December 24, 2000 – March 22, 2001	April 27, 2001
March 23, 2001 – April 30, 2001	May 25, 2001

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 Collective 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 they complete their 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 any 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 provision of the applicable Collective Agreement provided however, that such payment shall only be made following the date of their 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 cease 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 engages 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.

- 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

Job Class	Training \$	Starting \$	Intermediate \$	Standard \$
0				17.01
1			17.01	18.03
2		17.01	18.03	19.15
3		18.03	19.15	20.21
4		19.15	20.21	21.28
5		20.21	21.28	22.35
6		21.28	22.35	23.42
7		22.35	23.42	24.48
8	22.35	23.42	24.48	25.55
9	23.42	24.48	25.55	26.62
10	24.48	25.55	26.62	27.69
11	25.55	26.62	27.69	28.75
12	26.62	27.69	28.75	29.82
13	27.69	28.75	29.82	30.89
14	28.75	29.82	30.89	31.96
15	29.82	30.89	31.96	33.02
16	30.89	31.96	33.02	34.09

ITEM 2 COST OF LIVING ALLOWANCE

- A Cost of Living Allowance (C.O.L.A.) calculated quarterly based on 1 cent per hour for each .3 increase in the Consumer Price Index (1971 = 100 Base)(CPI71) shall continue during the term of this Agreement. An allowance calculated for **twelve (12)** quarterly periods commencing with the allowance calculated when comparing **July 1998** (cpi 1971) to **April 1998** and ending with the allowance calculated when comparing **April 2001** compared to **January 2001**.
- 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 the 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.

July 1998
October 1998
January 1999
April 1999

Compared to
Compared to
Compared to
Compared to

April 1998
July 1998
October 1998
January 1999

July 1999	Compared to	April 1999
October 1999	Compared to	July 1999
January 2000	Compared to	October 1999
April 2000	Compared to	January 2000
July 2000	Compared to	April 2000
October 2000	Compared to	July 2000
January 2001	Compared to	October 2000
April 2001	Compared to	January 2001

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 calculation 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, 1979 (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 COLA generated during the first year of this agreement will be rolled into the base rates on **June 13, 1999**, during the second year on **June 13, 2000** and during the third year on **April 30, 2001**.

ITEM 3 FILLING JOB VACANCIES; OFFICE AND TECHNICAL POSITIONS

PURPOSE

To outline the procedure whereby employees under the jurisdiction of Local 7777, United Steelworkers of America, may be considered for job vacancies that would not be deemed to be a promotion, reduction in force, or recall after layoff.

POLICY

Eligible employees may apply for a job which is in the same or lower job class than the job which they currently had.

PROCEDURE

1. Eligible employees are those who have been on their current job at least **6 months** if they are in Job Classes 0 to **5**, and **18 months** if they are in Job Class **6** and above.

2. (a) An employee required to seek a change in job due to medical reasons may apply for a job which is in the same or lower job class than the job currently held upon submission of medical evidence acceptable to the company.
- (b) A female employee required to seek a change in job due to pregnancy may apply for a job on a temporary basis, which is in the same or lower job class than the job currently held upon submission of medical evidence acceptable to the Company.
3. An employee displaced due to a reduction in force may select or apply for a job which is in the same or lower job class than the job currently held.

In the event that an employee is transferred laterally or demoted under provisions of the above procedure, the Union agrees not to process any grievance by employees claiming that the job in question is a promotion as provided under the terms of the Collective Agreement.

ITEM 4 PENSION PLAN

The Company agrees to amend the pension plan so as to provide supplementary pension benefits to those employees born before 1st August 1920, who leave the Company's service between 1st September 1982, and 30th April 1985, both dates inclusive, and who start to receive pension benefits on or before 1st May 1985.

Any such employees who start to receive an unreduced basic pension on or before 1st May 1985, will also receive a supplementary basic pension of \$5.00 per month for each year of pensionable service, to be paid during the member's continuing lifetime.

ITEM 5 CONTRACTING OUT

It is the policy of the Company to perform work with its own employees provided the necessary manpower, skills, equipment and facilities are available. It is essential that the work be performed on a competitive basis in terms of quality, cost and performance and within the required time limits. In circumstances where it is deemed necessary by the Company to contract out work, it is agreed that a meeting will be held in advance, with the Contracting Out Committee to review the status and requirements of the work. A joint Union and Company Contracting Out Committee will be formed consisting of two (2) members for the Company and two (2) members for the Union to review Contracting Out issues. Within ninety (90) calendar days of the signing of the Collective Bargaining agreement, the Company and the Union agree to establish a joint committee which shall consist of two (2) members from the Union and two (2) members from the Company. this committee will meet to review and discuss "contracting out" (Item 5) specifically international invoicing (i.e. Minshall Forwarding).

ITEM 6 SICK LEAVE

Effective January 1, 1998, in the application of Paragraph 24.10, the Company and the Union agree that a medical certificate (Insurance Form for Weekly Indemnity) will be required after

three (3) consecutive working days absence and supplied within reasonable time. Employees whose individual absence record exceeds four (4) occurrences in a calendar year, will now be required to provide medical certification after one (1) day absence and supplied within reasonable time (application for salary Continuance Form #26607) to substantiate their request for salary continuance.

Attendance Policy Committee:

Ron Mattie, Donna Frost, Mike Marcello, Tony Oster.

Attendance Policy Procedure – Effective January 1, 1998

1. Occurrence:

- ❑ Any consecutive absence as a result of personal disability caused by injury or sickness (excluding pregnancy).
- ❑ Absence must be more than one half of your scheduled shift.
- ❑ Regularly scheduled doctor’s appointments will be covered under Rule #6 of the Flex Core Policy dated 12/3/97.
- ❑ Exception: Regularly scheduled repetitive treatments *and/or isolated illnesses*, approved by Human Resources will be construed as one (1) occurrence.

2. Reasonable time:

- ❑ Reasonable time is defined as the period of time in which the employee has to substantiate absence with a doctor’s note. This must be supplied within five (5) working days of the employee’s return from absence.

Procedure:

	Number of Occurrences				
	0	1	2	3	4 or more
Number of Occurrences				<6 days max total	*
Rewards (flex time)	8 hours	6 hours	4 hours	2 hours	0 hours

1. All absences are to be reported through the Security Department (24.01 (a)).
2. Security will verbally notify the employee’s Supervisor of the absence and an absence report will be completed by Security with copies sent to the Medical Department and the employee’s Supervisor.
3. If the employee is absent for less than ½ of their scheduled shift it will be the responsibility of the employee to notify Human Resources (L. Noel Ext. 6312) of their return to work.
4. A doctor’s note * will be required after three (3) consecutive working days absence.
5. * After four (4) occurrences, a doctor’s note * will be required on the first day of an absence and supplied upon return to work within reasonable time.

6. On the third occurrence, if the total number of days exceeds 6 absences, which are not substantiated by a doctor's note, the employee will not be eligible for the reward.
7. Doctor's notes will be given to the Medical Department by the employee and the employee is responsible for informing his/her Supervisor that this has been done. * where requested under the Attendance Policy, the Company will reimburse the employee for the cost of the Doctor's note.
8. Human Resources will be responsible for maintaining a database of employee absences and will forward a monthly report to departments.
9. Human Resources will calculate employees' entitlement before the end of the second week of December. Absences occurring after this date until year-end will be counted in the next year.
10. Entitlement (rewards) are to be taken as time-off.

ITEM 7 TECHNOLOGICAL CHANGE

As outlined in Article 5 the Company is committed to lessening, as much as reasonably possible, the effects of technological change upon employees. To this end incremental training is provided for incumbents on jobs directly affected by a technological change. The Company agrees to extend such incremental training to a maximum of three (3) employees displaced through the bumping chain created by the employee who was directly affected by the technological change. The following are the guidelines to be adopted for time periods for training:

Job Class 3 and under	5 working days
Job Class 4 and 5	10 to 20 working days
Job Class 6 and 7	20 to 30 working days
Job Class 8 and above	30 to 40 working days

In cases where an employee requires extended training, the Company will endeavour to offer extra training to meet the employee's needs.

ITEM 8 BENEFITS COVERAGE DURING PREGNANCY LEAVE

Except as provided elsewhere in this Agreement, for all matters of pregnancy and parental leave the Company shall act in accordance with the Employment Standards Act as amended by Bill 14.

ITEM 9 – S & V AGREEMENT

This will confirm our agreement that temporary vacancies resulting from employee absences for illness, vacation, training, approved leaves or including leaves for Union business shall not be filled as outlined in Article 10 for this Agreement. Such vacancies shall be administered as follows:

1. The position of Sick and Vacation Replacement will be instituted for the replacement of temporary vacancies resulting from employee absences as outlined above regardless of duration.

2. Sick and Vacation Replacement positions shall be posted and successful applicants shall be selected as outlined in Article 10.01 to 10.05 inclusive.
 3. Successful candidates on Sick and Vacation Replacement positions shall not be eligible for any job postings for a period of twenty-four (24) months commencing from the assignment to that position. When additions or deletions are made to a S & V job, the Company and the Union can mutually agree to waive the lock-in period to allow the incumbent to apply for a position.
 4. The standard rate of pay for Sick and Vacation Replacement positions shall be set as follows:
 - (i) During the first twelve months on the job, at the standard rate of the highest position(s) which the incumbent is designated to replace.
 - (ii) After completion of the first twelve (12) months on the job, one full Job class above the standard rate of the highest position(s) which the incumbent is designated to replace.
 5. Incumbents on Sick and Vacation Replacement position shall be paid in accordance with the schedule of progressive rates set out in Article 25, and the Job Class for the position as set out in (4) above.
 6. Employees holding S & V positions may be transferred to jobs outside the scope of their designated job under the following conditions:
 - * In the case of an unplanned temporary absence where the designated back-up is not readily available (It being understood that any job not covered by an S & V will have a plan for replacement).
 - * For the purpose of training another bargaining unit employee.
- Should a Sick and Vacation Replacement be assigned to a higher rate position, the rate of pay will be as outlined in Article 25 of the Agreement.
7. Replacement of temporary vacancies as outlined above additional to the designated Sick and Vacation Replacement and in excess of thirty (30) days will continue to be filled in accordance with Article 10 of this Agreement.

ITEM 10 UNION NEGOTIATING COMMITTEE

1. The Company agrees to recognize and meet with a Union Negotiating Committee not exceeding five (5) people (including the President and the U.S.W.A. International Representative) for the purposes of negotiating a new agreement subject to Article 29.01.
2. It is agreed that the Union Negotiating Committee shall be a separate entity from any other Committee and will only address such matters as are properly subject of negotiations.

3. The Company agrees to provide paid leaves of absence for all Negotiating Committee members absent from work for the purpose of meeting with the Company such that a renewal agreement is achieved without a work slowdown or stoppage.

ITEM 11 SCHEDULING OVERTIME

It is the Company's intention to schedule overtime work as far in advance as practical and endeavour to meet the wishes of any employee not wishing to work overtime, consistent with customer and production requirements. It is agreed therefore that a representative of the Human Resources Department and a Union representative shall compose an Overtime Committee. Such Committee shall meet, at the request of either party, with various individuals and Departments for the purposes of determining mutually agreeable solutions to overtime scheduling problems. The Company and the Union agree that for application of Article 18.16 and 18.17, the Company will use seniority determining the employee who will be offered the overtime.

ITEM 12 VACATION POSTPONEMENT

During recent negotiations the topic of vacation postponement arose. The Company continues to be committed to the purpose of annual vacations and maintains that vacations should be taken as scheduled.

Should, however, in any extreme case vacation be postponed at the mutual agreement of the Company and the employee, such postponed vacation shall be scheduled not later than June 1 of the following year.

ITEM 13 PRESCRIPTION SAFETY GLASSES

The Company agrees to incur 100% of the cost of prescription safety glasses for appropriate employees to a maximum of one (1) pair per year. Effective May 1, 1995, the Company will provide a second pair in the year, at no cost to the employee, provided the employee has obtained the approval from his supervisor.

ITEM 14 JOB EVALUATION COMMITTEE

Within 30 calendar days of the signing of the Collective Bargaining Agreement, the Company and the Union agree to establish a joint committee which shall consist of three (3) members from the Union and three (3) members from the Company, to determine the feasibility of replacing the CWS job evaluation system with the SES job evaluation system. It is understood that using or not using all of the "17 factors" is optional.

The joint committee will meet within two (2) weeks of being formed and will meet on a regular basis, as determined by the joint committee, to complete the feasibility study.

The joint committee will report their recommendations to the Company and the Union Negotiating Committees within six (6) months of the commencement of the evaluation.

The Company and the Union Negotiating Committee will meet within thirty (30) days to determine whether or not to implement the recommendations of the joint Committee.

ITEM 15 RECALL – EMPLOYMENT CONTRACTS

In the event an employee is recalled to employment by the Company, and the employee cannot meet the requirements as outlined in Article 10.24 and 10.62 as a result of being bound by a legal employment contract, the employee shall provide a copy of such a contract to the Company and an appropriate arrangement will be provided to accommodate the employee.

Such application for a leave of absence will be in writing in accordance with Article 11.04 of the Collective Agreement and will be granted provided the Company believes the leave is for good reason and does not unduly interfere with operations. During such leave the employee will continue to accrue seniority and will be eligible to exercise that seniority should a subsequent vacancy for which he/she is qualified becomes available. Such employee declining a recall does not have the right to displace any employee who responds to the initial recall or any new employee hired externally to fill the vacancy.

ITEM 16 SELECTION INTERVIEWING

The Company and the Union agree to address the inconsistency in selection interviewing by establishing a Committee consisting of four (4) people, two (2) from the Union and two (2) from the Company who will meet to develop a series of core questions, relative to job description, to be asked by a supervisor during the selection process. It is understood and agreed that the supervisor will not be limited to the core questions prepared by the Committee.

ITEM 17 PLANT CLOSURE

In the event that the Company decides to permanently discontinue the operation which results in the termination of all employees, the Company agrees to notify the Union at least four (4) months in advance.

The Company agrees to meet with the Union to discuss the reason and/or circumstances for the plant closure. The Company further agrees to work with the Union to meet the requirements under the Labour Relations Act to develop an adjustment plan. * see LETTER OF UNDERSTANDING, ITEM 18.

ITEM 18 DEPARTMENT REORGANIZATION

The Company recognizes the Union's desire to be made aware of the potential termination of employees as a result of a department reorganization. In this regard, the Company agrees to notify the Union prior to the reassignment of the employee(s). The Company agrees to meet the Union to discuss the reason and/or circumstances.

ITEM 19 PREVIOUS RETIREES BENEFIT

The Company agrees to provide the employees who are on pension as of April 30, 1994 with an increase of pension of \$.50 per month per year of pensionable service commencing in the third year of this Agreement. (Effective May 1, 1996)

ITEM 20 GROUP BENEFITS PROGRAM

Should the Company change carriers during the term of this Agreement, the Company will ensure that the same level of benefits are provided as described within the Collective Agreement.

ITEM 21 UNION RECOGNITION

Should the Company introduce a Gainsharing or Profit Sharing Program for the Welland location, the Company agrees to include the employees represented by the USWA, Local 7777.

ITEM 22 BENEFITS COMMITTEE

The Company and the Union agreed to develop a Benefits Committee consisting of three (3) Union members and three (3) Company representatives. The task of the Committee will be to develop a new drug formulary based on the Ontario Drug Formulary which is prepared by the Ministry of Health.

If the Company should move to a Preferred Provider Rate Program for the dispensing of prescribed drugs, the details of the Preferred provider Rate Program would be reviewed and mutually agreed to with the Union prior to its implementation. See Letter of Understanding.

The Company agrees that the scope of the Joint Benefits Committee will include the investigation of Health Insurance Programs provided to pensioners by outside business organizations. It is understood that any cost associated with these programs for pensioners will not be paid for by the Company. the Company also agrees that the scope of the Pension Committee will include the investigation of alternative methods in the event of major downsizing within the Office and Technical group.

ITEM 23 CWS GUIDELINES

Creation of a New Job:

Company meets with Union CWS Committee before posting job in order to:

- (i) agree on job description,
- (ii) agree on job evaluation,
- (iii) agree on temporary (T) description/classification, if necessary,

- (iv) if (T) description/classification, job will be reviewed at three (3) month and six (6) month intervals to finalize description/classification.

Note: With (T) postings incumbent remains on job and if classification is increased, it is paid retroactively to original date of job description.

Duties Added to an Existing Job:

Company meets with Union CWS Committee prior to adding duties in order to:

- (i) agree on new description with added duties,
- (ii) agree on reclassification if required,
- (iii) if job increases by three (3) job classes or more, it shall be posted as a new job,
- (iv) job change notices can be initiated by either Company or Union.

Job Combinations:

Company meets with Union CWS Committee prior to job combination in order to:

- (i) discuss feasibility of combination,
- (ii) agree on combined description,
- (iii) agree on new classifications if required,
- (iv) if combined job increases by three (3) job classes or more it shall be posted,
- (v) the incumbent(s) who remain on a combined job, shall be selected in accordance with Article 10,
- (vi) incumbents displaced due to inability to perform duties added to their job, shall be red circled.

ITEM 24 JOINT TRAINING COMMITTEE

The Company and the Union agree to establish a joint Training Committee to determine the need for training employees. The Committee shall consist of two (2) Company representatives and two (2) Union members who shall meet on a quarterly basis or more if deemed necessary by the Committee. The Training Committee will be established within ninety (90) days after the ratification of this Collective Agreement.

ITEM 25 LEAVE OF ABSENCE – PREGNANCY

The Company agrees to extend the leave of absence as outlined in Article 11.07 as follows:

1. Additional time may be requested for a twelve (12) month leave.
2. Written request for extended pregnancy leave must be received by Human Resources two (2) months prior to the commencement of the extension.

3. During this extended leave period there will be no pension accrual, payment of benefits or accrual of seniority; the employee will also be ineligible to apply for any job postings that occur during the term of the extension.
4. The employee will be allowed to return to the position that she held prior to her leave provided there has not been a significant change in the job i.e.; the structure and/or core content of the job under CWS guidelines.
5. If the employee is unable to return to her previously held job due to conditions as outlined in #4, she will then displace the most junior employee on the seniority list.

ITEM 26 DEPENDENT BENEFITS

Dependent means:

For benefits, your unmarried child 21 years of age or over but less than **27** years of age, who is a full time student attending or on vacation from an educational institution and dependent on you for support.

ITEM 27 GROUP BENEFITS PROGRAMME

The Union Benefits Committee has identified a number of issues not articulated in the Collective Agreement that requires clarification.

Within sixty (60) days of the signing of the Collective Bargaining Agreement, the Company agrees to have the joint Benefits Committee meet with a view to clarifying the issues. The Company will arrange to have a representative from London Life Insurance Company present to answer questions regarding coverage.

PENSIONS

In order to ensure better communications and to provide a more complete understanding of the retirement process, a Pension Committee will be established. The Pension Committee shall be composed of a total of two (2) union representatives and two (2) Company representatives. The committee shall meet annually or more frequently if required to discuss pension affairs related to the Local and review options to better improve the administration of the plan.

ITEM 28 DRUG EXEMPTIONS

1. During the life of this one (1) year agreement (May 1, 1997 to June 12, 1998) the Company, through the Group Insurance Carrier, will continue to pay for drugs in the Ontario Formulary which have been revised to “over the counter” status by the Ontario Ministry of Health. At

the end of the contract those drugs which have been categorized as “over the counter” drugs will no longer be eligible for payment unless otherwise negotiated with the CAW Union.

2. The drug Reactine will be added to the list of five (5) drug exemptions previously established by the Benefits Committee for a period of one year or as negotiated by the CAW Union.
3. The following four (4) drugs have been identified as “allowable” under the drug plan:

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4. **As discussed in the current negotiations, the following six (6) medications have been identified as allowable under the drug plan (effective June 13, 1998):**

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*** It is being understood that Boost will only be covered for a medical condition such as cancer as prescribed by a Doctor.**

ITEM 29 REQUEST FOR OFFICE AND TELEPHONE SERVICE

As per our discussion regarding this subject, the Company is prepared to offer the following:

1. To provide a private phone with voice mail access for the Union President at his workstation. It is understood that the cost of long distance services will be shared equally by both the Union and the Company.
2. To provide an equipped office area for the storage of Union files. It is understood that this area may also be used for meetings between an employee and his/her Union representative or the Union Executive and/or committee members to conduct official Union business.

This Company proposal is contingent on the basis that these privileges may be revoked should there be an abuse of these items.

ITEM 30 EXTENDED BENEFIT COVERAGE

The Company agrees to continue major medical, drug coverage and dental coverage for laid off employees in accordance with the following schedule:

1. **Employees with less than five (5) years of service as of the date of layoff, will be covered for thirty (30) days from the day of layoff.**

2. Employees with five (5) or more years of service as of the date of layoff, will be covered for three (3) months after the end of the month in which the layoff occurs.

ITEM 31 GROUP DRUG PLAN

As discussed in the current negotiations this letter clarifies that existing drug cards are valid for use across Canada.

ITEM 32 FUTURE RETIREE BENEFITS

The Company agrees to provide the following additional benefits to employees retiring after 1998 and their spouse:

1. A drug card at age sixty-five (65) that covers the drugs on the current Atlas Drug Formulary that are not covered by the Ontario Drug Formulary.
2. Vision care as stated in Article 23.16 and
3. Semi-private hospital coverage with a \$10,000, three (3) year rolling maximum.

ITEM 33 PERSONAL LEAVES

As proposed by the Union in the current contract negotiations, the Company acknowledges the concept of "Personal Leaves for educational purposes" and agrees to form a joint company/union committee that will investigate the feasibility of this proposal and develop a plan for presentation.