

Wages 244
92-04-01

SOURCE	Union
EFF.	92/05/27
TERM.	95/03/31
No. OF EMPLOYEES	660



INCO

NUMBER OF EMPLOYEES 660

COLLECTIVE AGREEMENT

BETWEEN
INCO LIMITED
 AND
UNITED STEELWORKERS OF AMERICA, LOCAL 6600



JAN 18 1993
 ONTARIO DIVISION

SUDBURY DISTRICT OPERATIONS
 09619011

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THIS AGREEMENT made as of the twenty-seventh
day of May, 1992.

BETWEEN

INCO LIMITED
hereinafter called the 'Company',
OF THE FIRST PART

- and -

UNITED STEELWORKERS OF AMERICA, and
LOCAL 6600, UNITED STEELWORKERS OF
AMERICA.
(hereinafter called the "Union", and the
"Local Union", respectively)
OF THE SECOND PART

ARTICLE 1 - RECOGNITION

- 1.01** This Agreement is entered into by the Union on its own behalf and on behalf of all employees in the bargaining unit.
- 1.02** The Company recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit set out in Schedule "A" attached.
- 1.03** If the parties cannot agree on whether a new job classification is included in the bargaining unit, the matter may be dealt with under the grievance and arbitration provisions of the Agreement.
- 1.04** The words "employee" or "employees" wherever used in this Agreement, unless the context requires otherwise, refer to the employees in the bargaining unit.
- 1.05** The words "Local Union" wherever used in this Agreement mean Local 6600 of the United Steelworkers of America.
- 1.06** Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender unless the context requires otherwise.

ARTICLE 2 - NO DISCRIMINATION

- 2.01** The Company and the Union each agree that there shall be no discrimination, intimidation, restraint or coercion practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or non-activity in the Union.
- 2.02** There shall be no discrimination by the Company or the Union or employees against any employee because of the employee's sex, race, colour, religious creed, political affiliation, or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.

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ARTICLE 3 - MANAGEMENT

- 3.01** The Union agrees that the Company has the exclusive right to manage the Company, direct the working forces, hire, promote, transfer, demote or lay off employees, and to suspend, discharge or otherwise discipline employees for just cause. Provided, however, that the Company agrees that the exercise of any of

these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 4 • UNION SECURITY

4.01

The Company shall, during the life of this Agreement, deduct as a condition of each employee's continued employment from the earnings paid in each payroll period to each such employee, a sum equal to Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union's Constitution and remit the same to the International Treasurer of the Union prior to the tenth (10th) day following the completion of the month in which such deductions are made. The Company will, at the time of making each such payment to the International Treasurer of the Union, provide the names and current addresses, according to the Company records, of the employees from whose pay such payment has been deducted.

4.02

The deductions shall commence, in the case of each employee entering the employment of the Company, with the calendar month in which

the employee receives the first pay from the Company.

ARTICLE 5 - NO CESSATION OF WORK

- 5.01** Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow down, or any suspension of work against the Company which shall in any way affect the operations of the Company; nor shall the Company engage in any lockout at its Ontario Division operations in the Sudbury District.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01** The Union and the Company agree it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay.
- 6.02** If a difference arises between an employee and the Company over the interpretation, application, administration or the alleged violation of this Agreement, the employee and his/her immediate supervisor must first meet as soon as possible and attempt to resolve the

difference informally. If an employee deems it necessary, he/she may request to be accompanied by the Area Union Steward.

- 6.03** The employee may refer the difference to the Superintendent of Employee Relations if it concerns sensitive personal issues which the employee does not want to discuss with the immediate supervisor.

STAGE ONE

- 6.04** If the difference has not been settled informally, or the employee has not received a reply from his supervisor within five (5) days he/she will review it with the Area Union steward who will advise the employee on whether to proceed to file a formal grievance. If the employee decides to proceed, the difference will be presented as a grievance to his/her immediate supervisor or, in the case of sensitive personal issues, to the Superintendent of Employee Relations. All grievances must be in writing, signed by the employee and presented within five (5) days from the date the response has or should have been given and within twenty-one (21) days from the date the employee knew or should reasonably have known of the circumstances giving rise to the

grievance. The employee and the Area Union Steward will meet with the Manager, or designate, and one other Company representative to review, discuss and attempt to resolve the grievance. If the Area Union Steward is absent, the nearest Area Union Steward may attend. This meeting must occur within five (5) days of the presentation of the grievance and the employee must be given the written Company answer to the grievance within seven (7) days of the meeting, with a copy to the Area Union Steward. If the grievance is denied, the answer must be accompanied by a written Company Grievance Report detailing the Company position and the facts it agrees with or disputes in connection with the grievance.

- 6.05** All settlements of differences during the informal process or grievances at the first stage will be without prejudice or precedent to any future cases.

STAGE TWO

- 6.06** Failing settlement at the first stage, the employee, after consultation with the Area Union Steward, may wish to have the grievance considered at a meeting of the

Grievance Settlement Committees of the parties. In that event, the grievance must be referred to both committees within seven (7) days after the Company answer was given, or should have been given, at the first stage accompanied by a written Local Union Grievance Report detailing the Local Union position and the facts it agrees with or disputes in connection with the grievance. The committees will meet every thirty (30) days, if necessary, or more frequently as agreed to between the parties, to consider all grievances referred to them. The committees will adopt a problem-solving approach in dealing with the grievances. It is hoped that the matter will be resolved at the meeting, but, in any event, the Company will advise the Local Union and the Employee in writing of its decision within fourteen (14) days of the meeting.

6.07

The Company Grievance Settlement Committee will consist of two (2) Managers, an alternate Manager and the Superintendent of Employee Relations, who shall chair the Committee. Members of the Committee will be appointed and serve annually. In any situation where the grievance emanates from the Area for which a Manager member of the Committee is responsible, or if a Manager is absent for the

day, he/she will be replaced by the alternate Manager.

6.08 The Union Grievance Settlement Committee will consist of two Local Union members, an alternate Local Union member and the Chair of the Local Union Grievance Committee who shall be the Vice President and Chair of this Committee. Members of the Grievance Settlement Committee will be appointed and serve annually. In any situation where a Local Union member of the Committee is absent for the day, he/she will be replaced by the alternate Local Union member. A representative of the Union may attend as required.

6.09 In keeping with the problem-solving approach to grievances, the parties agree that achieving effective results at Stage Two is related to the quality of fact-finding and discussion.

To assist, the two Settlement Committee Chairs will meet at least seven (7) days in advance of each scheduled meeting of the Settlement Committees to review and assess the written Grievance Reports submitted by each party. If the Chairs agree that additional information is required to either correct

deficiencies in a Report, or to clarify issues arising out of the Report, the Chair **representing** the party responsible for the Report **will arrange** to have the information, if available, **added** to the Report for presentation to the Committees. The Local Union Chair will be granted reasonable time off for this purpose.

6.10

Where there is a direct difference between the Company and the Union concerning the interpretation, application, administration or alleged violation of this Agreement which is not resolved by discussion between them, either party may file a grievance in connection with the difference. All grievances must be in writing, signed by the filing party and presented to the other within ten (10) days of the occurrence or origination of the **circumstances** giving rise to the grievance. The Grievance Settlement Committees, supplemented by the Local Union President and a Union representative as required, and the Manager of Employee Relations, must meet **within fourteen (14) days** of the presentation of the **grievance** to consider it. It is hoped that the matter will be resolved at the meeting. but in any event, the party receiving the grievance will advise the other of its decision in writing **within fourteen (14) days** of the meeting.

- 6.11** The time limits contained in these Articles may be extended by agreement between the parties, which agreement will not be unreasonably withheld.
- 6.12** The word "day" wherever used in this Agreement shall refer to calendar day unless the contrary is specified.
- 6.13** Any Area Union Steward or Local Union Officer shall be allowed reasonable time off to attend the necessary meetings with supervisory personnel, or employees, to assist in the early resolution of differences, as provided for in this article, subject to obtaining permission (which shall not be unreasonably withheld) from his/her immediate supervisor. Reasonable time spent by Area Union Stewards and Local Union Officers during their regular working hours in connection with these duties will be considered time worked.
- 6.14** The Union Grievance Settlement Committee, and Area Union Stewards shall be employees. The number, and their location, to be as set out in Schedule "B".

ARTICLE 7 - ARBITRATION

- 7.01** Failing settlement under the Grievance Procedure, a grievance may be submitted to arbitration. The submission to arbitration **must** be in writing and delivered to the other party within thirty **(30)** days after the decision of the Company or the Union, as the case may be, has been given, or should have been given.
- 7.02** Any matter so referred to arbitration shall, if the parties agree, be heard by a **Single** Arbitrator who shall be selected in rotation from the agreed-to panel.
- 7.03** If the parties do not agree to a **Single** Arbitrator, any matter so referred to arbitration shall be heard by a Board of three **(3)** arbitrators composed of an arbitrator appointed by each of the parties and a third arbitrator who shall be Chair. The Local Union and **the** Company shall each within ten **(10)** days **from** the date of notice of arbitration appoint its arbitrator and each party so appointing its arbitrator shall give notice of its appointment to the other party. The Chair shall be **selected** in rotation from the following panel:

Gail Brent
Ross Kennedy
Jane Devlin
Greg Brandt

The parties may by agreement add further names to the panel.

7.04 The party referring the grievance to arbitration shall within fifteen (15) days of the appointment of its arbitrator take all necessary steps for the selection of a Chair for the Board of Arbitration in the manner set out in this Article.

7.05 If, after making all reasonable efforts to select a Chair within the time limit, there is no Chair able or willing to act, the time limit will be extended to the length of time required to obtain the services of a Chair.

7.06 Any individual on the panel who was unable or unwilling to act as Chair when requested, shall not again be requested to act as Chair until his/her name comes up again on the regular rotation of the panel. If an individual is unable or unwilling to act as Chair on six (6) consecutive occasions when requested, he/she shall after the sixth occasion be removed from

the panel and a replacement shall be selected by the parties within sixty (60) days.

7.07 No grievance shall be considered by the arbitrators nor shall they render any decision in connection therewith unless and until a majority of them have first decided that the grievance constitutes a difference between the Company and the Union, ~~or~~ the employee initiating the grievance, arising from the interpretation, application, administration or alleged violation of this Agreement.

7.08 The Rules of Arbitration annexed hereto as Schedule "C" shall govern the conduct of any arbitration proceedings under this Agreement. The finding of the majority of the arbitrators as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

7.09 The Union and the Company shall respectively pay the expenses of and fees payable to the arbitrator selected by each and the Union and the Company shall each be responsible for one-

half (1/2) of the expenses of and fees payable to the Chair.

ARTICLE 8 - SENIORITY

8.01 Seniority shall mean the length of continuous service with the Company since the last date of hiring and shall include any period of previous service interrupted by lay off where the employee was rehired and has not declined any recall under this Agreement.

8.02 An employee will be considered on probation until completion of six (6) months of continuous service with the Company from the last date of hiring unless rehired as a result of recall. Upon completion of the probationary period, the employee's name shall be placed on the seniority list. The discharge of a probationary employee may be **for** any reason at the discretion of the Company and shall not be made the subject of a grievance or arbitration.

8.03 The Company will provide the Local Union with a seniority list of employees every six (6) months showing occupational classification and seniority.

8.04 Seniority will continue in the following situations:

a) any leave of absence approved by the Company;

56, 58-2 b) any maternity or parental leave approved by the Company;

c) any leaves of absence for Union and Local Union business approved by the Company;

d) any period of sickness or accident, including while in receipt of long term disability benefits, up to the time of any lay off;

e) any period of vacation or production shutdown declared by the Company.

8.05 An employee **will lose** all seniority and be deemed to have terminated employment if the employee:

a) voluntarily quits or is terminated;

b) is absent without leave from the Company for a period of over five (5) days without providing a reason satisfactory to the

Company;

- c) fails to return to work from an approved leave of absence or in accordance with the recall provisions of this Agreement unless, in either case, a reason satisfactory to the Company is given;
- d) is laid off by the Company, unless the individual is rehired in accordance with the recall provisions of this Agreement.

8.06 TRAINING AND CAREER DEVELOPMENT COMMITTEE

- a) The Company and the Local Union will establish a joint Training and Career Development Committee consisting of two (2) employees appointed by the Local Union, two (2) persons appointed by management and the Superintendent of Employee Relations who will facilitate the Committee. The Committee shall meet at agreed upon times for the purpose of reviewing, considering and making recommendations to the Company in connection with training requirements and programs, providing career counselling to

employees, considering requests for assistance from unsuccessful applicants for vacancies and making recommendations to the Company in connection with declared realignments or reductions affecting employees. Time spent by Committee members in Committee meetings during their regular working hours will be considered time worked;

- b) The Training and Career Development Committee will be consulted before employee training is provided by way of job rotation within and outside a pay grade or assignment of employees to different occupational classifications. The provisions of this Article will not apply to such job rotations or assignments.

8.07 JOB POSTING SYSTEM

- a) **All** occupational classifications are either ladder or non-ladder classifications. The ladder classifications are as set out in Schedule "D". Before making any change to Schedule "D" the Company will discuss the change with the Local Union. **Any**

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permanent vacancy in a non-ladder classification, in a ladder classification which is the entry to the ladder or in a ladder classification where the Company cannot fill the vacancy from within the ladder, will be posted on the bulletin boards for a period of seven (7) days during which time employees, including those absent from work because of illness, vacation or leave of absence may apply. The notice will include:

- i) the classification and an outline of the principal qualifications and duties,
 - ii) the pay grade,
 - iii) the location,
 - iv) the shift and the hours of work.
- b) In deciding which applicant, if any, it will choose to fill the vacancy, the Company will consider the following:
- i) the seniority of each applicant;
 - ii) the requirements and efficiency of operations and the qualifications,

27A-1

ability and skill of the applicants to perform the work required.

If **two** or more applicants satisfy Sub-section (b) (ii) and are equal the applicant with the greatest seniority will be awarded the vacancy. Where no applicant is selected, the Company may fill the vacancy with another employee or individual. Where the Company elects to fill the vacancy with an employee, it will, subject to the requirements and efficiency of operations, appoint the junior employee who has the qualifications, skill and ability to perform the required work and for whom the appointment will not result in a demotion.

- c) It is understood that an employee cannot apply for a job vacancy in his or her occupational classification (a lateral bid) if the employee has been the successful applicant in another lateral bid, other than a lateral bid from a shift job to a job on days, within the last twelve (12) months or if the vacancy is one resulting from a successful lateral bid by another employee in the same occupational classification.

- d) The Company will post the name and seniority of the successful applicant on the bulletin boards for a period of seven (7) days and, at the same time, will provide the Local Union with copies of the job posting and the successful applicant posting.
- e) If the Company is unable to move the successful applicant to the new job within fourteen (14) days of declaring the applicant to be successful, the employee will begin at that time to receive his or her salary for the job.
- f) Any unsuccessful applicant for a vacancy may request the Training and Career Development Committee for assistance. In such a case, the Committee will:
 - i) review whether the applicant was treated in an arbitrary fashion and make recommendations to the Company as a result of its review;
 - ii) ensure that the applicant receives reasons for not being selected;
 - iii) provide career counselling and

recommend to the applicant, where appropriate, a program of supplementary training or education which is acceptable to the Company;

- iv) any recommendations made to an employee or the Company under this Sub-section (f) shall not be used by either party in any grievance or arbitration proceeding.

8.08

REALIGNMENT OR REDUCTION ✓

- a) In the event that the Company declares a realignment or reduction affecting employees, the Union and Local Union will be notified in advance of the realignment or reduction taking effect and given the opportunity to review and provide its input to the Company in connection with the realignment or reduction.

- b) Permanent vacancies filled by lateral assignment or demotion in conjunction with a realignment or reduction affecting employees may not be posted and the Job Posting System provisions of this Agreement will not apply.

- c) When the Company decides it is necessary to reduce the number of employees in a ladder for a period of time which it expects to be in excess of thirty (30) days, it will, on the basis of the ladder test, select such employees commencing at the entry classification of the ladder and moving to the next higher classification(s) until the required reduction has been attained.

- d) When the Company decides it is necessary to reduce the number of employees in a non-ladder classification for a period of time which it expects to be in excess of thirty (30) days, the Company will select such employees on the basis of the reverse order of seniority unless it determines that the requirements and efficiency of operations and the qualifications, ability and skill of the remaining employees to do the work in the classification require otherwise.

- e) Employees reduced from a ladder or from a non-ladder classification will be reassigned within their own pay grade, demoted or laid off, as the case may be, as follows:

i) If there is a vacancy in another classification within the same pay grade as affected employees, the Company will canvass in order of seniority all affected employees and all other employees in the non-ladder classifications from which affected employees are being reduced. The senior canvassed employee wishing to be considered or, if no such employee, the senior affected employee, will be assigned to the vacancy subject to the ladder test where the vacancy is in a ladder classification and the non-ladder test where the vacancy is in a non-ladder classification.

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ii) If there is no vacancy in another classification within the same pay grade as affected employees, the senior employee will displace the employee in another classification in the same pay grade with the least seniority who has less seniority than such senior employee subject to the ladder test where the attempted displacement is in a ladder classification and the non-ladder test where the attempted displacement is

in a non-ladder classification.

- iii) If the senior employee cannot so displace an employee in another classification in the same pay grade, the process set out in Sub-sections (i) and (ii) above will be repeated with respect to classifications in the next lower pay grade(s).

- iv) If the Company decides that it has a surplus of employees in any of the general administration occupational classifications in pay grade 7 and below and it expects that the surplus will last for a period of time in excess of six (6) months, it will, subject to the requirements and efficiency of operations, demote or lay off the least ²⁷⁶ senior employees either in these classifications or eligible to be placed in these classifications because of displacement from occupational classifications in pay grade 8 and above. The placement of employees into or the displacement of employees in the general administration occupational classifications in pay grade 7 and below will be on the basis

of the process set out in Sub-sections (i), (ii) and (iii) above (for affected employees only and without canvassing), except that the employee assigned will, subject to the requirements and efficiency of operations, be the senior employee who can be trained in accordance with Sub-section (h) of this Section.

f) The ladder test means:

The Company will take into consideration the requirements and efficiency of operations and the qualifications, ability and skill of the employees to perform the work required. If the foregoing is equal as between two or more employees, the one with the least or greatest seniority will be reduced or successful as the context requires.

g) The non-ladder test means:

The successful employee will, subject to the requirements and efficiency of operations, be the senior employee who has the qualifications, ability and skill to do the work required.

- h) Where the process in this Section 8.08 results in the demotion of an employee for a period of time which the Company expects to be in excess of six (6) months and where the employee has not been placed in an occupational classification at pay grade 8 or higher, such employee will, if necessary, be offered the opportunity of training for up to two (2) months in the core functions of the general administration occupational classifications in pay grade 7 and below, provided the employee can be so trained and there is work required in the classifications. The employee will be required to take without pay any courses during non-working hours that the Company considers necessary for this purpose.

- i) Employees who are absent from work for any reason, including leave of absence and illness or injury (whether in receipt of any kind of benefits from the Company or the government) are subject to realignment and reduction in the **same** manner as any employee at work.

8.09 RECALL

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- a) If it is necessary to hire individuals to fill either temporary vacancies which the Company expects to last longer than three (3) months or permanent vacancies in the bargaining unit, individuals with recall rights who have the qualifications, ability and skill to do the required work will be given preference by seniority to be rehired and ~~return to work in order of~~ seniority, subject to the requirements and efficiency of operations.

- b) An individual terminated because of lay off shall have the following recall rights:

Length of Continuous Service at Date of Layoff	Duration of Recall Rights
Six months or more	Eighteen months from date of lay-off
One year or more	Twenty-four months from date of lay-off

Three years or more ~~Thirty-six~~ months from date of lay-off

Four years or more ~~Forty-eight~~ months from date of lay-off

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- c) Notice of recall to an individual will be considered good and sufficient if it is sent by registered mail to the last address the individual has communicated to the Company in writing.
- d) The notice of recall will identify the job and the time and place of rehiring. The individual shall indicate acceptance within fourteen (14) days from the date of mailing the notice and will report for work within twenty-eight (28) days of that date.
- e) An individual who provides the Company with medical evidence satisfactory to it that he or she cannot report for work within the fourteen (14) day recall period and so advises the Company during that period will not lose all recall rights solely because of the failure to report.

- f) No individual shall be denied Consideration for rehiring solely because of a medical or physical condition which existed at the time of lay-off.
- g) An individual may decline a recall to a temporary vacancy without loss of recall rights.

8.10 An individual with recall rights may present a grievance at Stage Two of the Grievance Procedure alleging that he or she was laid off or not recalled contrary to the provisions of this Agreement.

8.11 TEMPORARY PROMOTIONS

- a) Where the Company decides to temporarily promote an employee to a **higher-rated** classification for a period of four (4) but not more than **thirty (30)** consecutive working days or longer **if** for vacation relief purposes, **it will**, subject to the requirements and efficiency of operations. give preference by seniority to the employees in the working group where the work is required who have the qualifications, ability and skill to do the

work required. If the Company determines that it cannot temporarily promote an employee from within that working group, it will select another working group for the purposes of this Sub-section.

- b) Where the Company decides to temporarily promote an employee for more than thirty (30) consecutive working days but not more than one (1) year, it will, subject to the requirements and efficiency of operations, select the employee with the greatest seniority from among those who report to the Manager with the temporary promotion who has the qualifications, skill and ability to perform the job.

- c) An employee who is temporarily promoted to a higher rated non-ladder occupational classification and performs its principal duties for a period of four (4) consecutive working days or more shall receive, for the time worked in that classification, either the entry rate for the classification or five percent (5%) more than his or her, current salary, whichever is greater, provided that an employee will not be paid more than the full performance rate of the higher classification.

- d) An employee who is temporarily promoted will upon the expiry of the temporary promotion be returned to the occupational classification he or she held at the time of the temporary promotion.

8.12 CAREER DEVELOPMENT

The Company can designate individuals or employees for career development purposes to occupy classifications within the bargaining unit and the provisions of this Agreement will not apply in any respect to these individuals except that no such individual or employee will displace an employee from his or her occupational classification. It is understood that any designated individual will be considered an employee under the provisions of this agreement for the period they are designated. The number of these designated individuals or employees will not exceed at any one time the lesser of thirty (30) or five percent (5%) of the number of employees in the bargaining unit. A designated individual or employee will not be assigned to any one occupational classification for a period in excess of one (1) year. For the purposes of a realignment or reduction, any designated

individual or employee will be considered to be in the permanent occupational classification he or she occupied immediately prior to designation.

8.13

In making an assignment from one managerial area to another managerial area within the same occupational classification for a period of time which the Company expects will be in excess of thirty (30) days, the Company will give preference to the seniority ranking of employees in that occupational classification, subject to the requirements and efficiency of operations, who have the qualifications, ability and skill to perform the work required. This will not apply to assignments which the Company makes for the purpose of project work, career development or training.

8.14

The Company retains the right to transfer to the category of employee and to a vacancy created for such purpose in the bargaining unit any person employed by the Company in any other category. Any person so transferred will be credited on the date of transfer with seniority equivalent to his or her length of Company service on that date. Similarly, any employee transferred out of the bargaining unit will take his or her Company service to the new

position with the Company.

8.15 An individual displaced from the bargaining unit and prior to being laid off from the Company shall have the option of being transferred to a vacancy in the hourly employees' bargaining unit where the Company determines that he or she has the qualifications, ~~skill~~ and ability to perform the required work. In making its determination, the Company will not exercise its judgment in an arbitrary fashion.

8.16 The Company may accommodate employees or individuals unable to perform their regular work for medical reasons by assigning them to work or to classifications within the bargaining unit without regard to the provisions of this Agreement, provided that no such employee or individual will at the time of the assignment displace another employee from his or her job.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 *63K-3* The Company will grant leave of absence without pay to employees for the purpose of attending Union conferences, conventions, schools, seminars, Labour College, or attending to Local Union business. *63K-3*

All these leaves will be of not less than one (1) day and be subject to the requirements of operations and be granted upon written request by the Local Union to the Superintendent of Employee Relations. This request will include the name of the employee for whom the leave is sought and the length of the leave. Reasonable notice will be necessary and, in the case of leaves of five (5) days or more a minimum of one (1) week notice will be required, unless otherwise agreed.

9.02 The total number of leaves provided for in Section 9.01 shall not exceed twenty-five (25) person days per one hundred (100) employees during each year of this Agreement.

9.03 Time spent by employees on the Local Union Negotiating Committee in preparation and during negotiations for renewal of this Collective Bargaining Agreement during the one hundred and twenty (120) days prior to the termination of this Collective Bargaining Agreement will not be included in the total number of leaves provided under Section 9.02. ✓

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9.04 The Company will grant, upon written request by the Union, leave of absence without pay for a period or periods not in excess of one (1) year

or less than fourteen (14) days aggregating not more than one (1) person year during each year of this Agreement. In addition, upon written request by the Local Union, the Company will grant leave of absence without pay for a period ~~or periods~~, not in excess of one (1) year or ~~less~~ than five (5) days aggregating not more than one (1) person year during each year of this Agreement to Local Union Officers for Local Union purposes. All leaves will be determined and governed in accordance with the provisions of Section 9.01 of this Article.

ARTICLE 10 - SAFETY, HEALTH AND ENVIRONMENT

- 10.01** The parties share a common concern for the safety and health of employees and ~~support~~ a system of internal responsibility whereby safety, health and environment matters are addressed by employees in the workplace using joint and co-operative methods.
- 10.02** The parties will establish a joint General Safety, Health and Environment Committee consisting of the Local Union President, the four (4) Area Safety, Health and Environment Committee Co-Chairs appointed by the Local Union, the

Manager, Safety, Health and Environment for the Company and four (4) persons appointed by the Company. The General Safety, Health and Environment Committee will meet every six (6) months within fourteen (14) days of an exchange of agendas between the parties describing the subjects desired to be discussed at the meeting. The Company will prepare and distribute minutes of the meetings to Committee members.

10.03 The General Safety, Health and Environment Committee will:

- serve as a coordinating group for safety, health and environment matters affecting employees at work;
- review and discuss the performance of the Area Safety Health and Environment Committees established under this Agreement;
- assist in dealing with issues affecting employees at work not resolved by either an Area Safety, Health and Environment Committee under this Agreement or an existing Operating Safety, Health and Environment Committee;

- review and discuss the performance of **and** changes in the Safety, Health **and** Environment program affecting employees.

10.04 An Area Safety, Health and Environment Committee will be established for each of the following geographic areas to discuss **and** review safety, health and environment **matters** within the Area:

- The General Office Building
- The General Engineering Building
- The **Clinic/Research** Building
- The Central Process Technology Building.

10.05 Each Area Safety, Health and **Environment** Committee will consist of **two (2)** employees and one **(1)** alternate employee of the Area appointed by the Local Union, a manager, or designate, from the Area and one (1) other person appointed by the Company. **In any** situation where an employee member appointed by the Local Union is absent for the day, **he** or she will be replaced by the alternate **Local** Union member. The Local Union and the Company will each designate a member

appointed by it as a co-chair and the Committee will meet quarterly within fourteen (14) days of an exchange of agendas between them describing the subjects that they desire to be discussed at the meeting. The Company will prepare and distribute minutes of the meetings to Committee members.

10.06 An employee regularly working in a part of the Ontario Division where there is an existing Operation Safety, Health and Environment Committee established under the Collective Agreement for hourly workers between the Company and the Union, will be entitled to have his or her safety, health and environment concerns addressed by that Committee. For this purpose, the employee may be represented by the Safety, Health and Environment Representative.

10.07 Time spent by employee members of the General Safety, Health and Environment Committee and the Area Safety, Health and Environment Committees in attending Committee meetings during regular working hours will be considered time worked.

66-2

- 10.08** The Local Union President will be a member of the Joint Occupational Health Committee **and** the Environmental Awareness Committee.
- 10.09** The parties agree that the Local Union will appoint an employee to serve as Safety, **Health** and Environment Representative for the **term** of this Agreement, reporting directly to the Manager, Safety, Health and Environment. ~~The~~ Representative will be a resource person for the General Safety, Health and Environment Committee with further duties and **related** training to be developed jointly by the President of the Local Union and the Manager, Safety, Health and Environment. The Representative will continue to receive his or her regular salary or be paid at the Full Performance level ~~of~~ pay grade **10**, whichever is greater. Upon completion of the assignment, ~~the~~ Representative will return to a classification in the same pay grade as his or her regular classification prior to becoming the Representative.

ARTICLE 11 - HOURS OF WORK AND
OVERTIME

34-4000

- 11.01** The normal work week is either forty (40) hours per week or for an employee on a defined forty (40) hour averaging period, his or her regularly scheduled work week.
- 11.02** The work week commences with the start of day shift on Monday.
- 11.03** The day for each employee starts with the beginning of his or her scheduled working hours in that day and does not include any unpaid lunch period except in the case of an employee working shift work where his or her one half (1/2) hour meal period will be considered time worked.
- 11.04** An employee shall be paid overtime at the rate of one and one-half (1 1/2) times the employee's equivalent hourly rate for all authorized work performed in excess of:
- a) eight (8) hours in a day, or the hours in his or her regular work day if greater than eight (8) hours, or the hours in his or her regular work day if on a defined forty (40) hour averaging period, except where the

additional time worked is due to his or her regularly scheduled change of shift, **or**,

- b) forty (40) hours in a week, or for an employee on a defined forty (40) hour averaging period the hours in his or her regularly scheduled work week. Time worked due to an unscheduled short change of shift will be considered as hours worked (up to his or her regularly scheduled hours for the day) for calculating weekly overtime.

11.05 Should an employee be instructed by the Company to change his or her regular **day(s)** off in a work week to another **day(s)** in that **week**, and receives that instruction after the **end** of his or her work day on Friday of the preceding week, he **or** she will be considered as having worked his or her normal working hours on the rescheduled **day(s)** off but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him or her in that week.

11.06 Should an employee be instructed by the Company to change his or her shift and receives that instruction after the end of his or her work day on Friday of the preceding week,

such employee will, except in the case of an unscheduled short change in shift, be considered as having worked an additional eight (8) hours in his or her work week but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by him or her.

11.07 These overtime payments will be calculated to the nearest unit of one-half (1/2) hour and will be paid for any period of work in excess of an employee's scheduled hours in any day provided such additional work is performed for at least one hour.

11.08 "Equivalent hourly rate" means the employee's monthly salary multiplied by twelve (12) and divided by two thousand and eighty (2080).

11.09 An employee reporting for work on a "call-out" shall be paid for all work performed during the call-out either at one and one-half (1 1/2) times his or her equivalent hourly rate or four (4) hours at his or her equivalent hourly rate, whichever is greater. To qualify for call-out allowance, an employee shall have:

480-1

- a) left the premises of the Company, and,
- b) been notified to commence work **at** a time other than the time immediately following the employee's work day or at a time which is more than one (1) **hour** immediately preceding the employee's work day, and,
- c) received notice from the Company less than sixteen (16) hours before he or **she** was to commence such work.

11.10

41-1

The Company may, at the request of the employee, grant compensatory time and **one** half (1 1/2) off in lieu of overtime payment provided that at no time can an employee accrue more than a maximum of forty (40) hours of lieu time off. This time off will be taken at times agreed upon between supervisor and employee.

11.11

An employee who is required to work overtime in excess of **two (2)** hours after the completion of his or her scheduled work day, or in excess of five (5) hours since his or her last meal, **will** receive a meal allowance of five (5) dollars or be provided a lunch where practical.

39A-050

11.12 Nothing in the Agreement shall be considered to be a guarantee of **work**, hours of **work** or **work** schedules.

11.13 There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.

ARTICLE 12 - RECOGNIZED HOLIDAYS

12.01 The holidays recognized under this Agreement shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing-Day
(First Monday in August)	53-110

In addition to the above, ⁺¹ each employee will be entitled to one "floating holiday" in each calendar year to be taken in that year on a day agreed upon between employee and supervisor. If the floating holiday is not so taken, the employee will be paid eight (8) hours at his or her equivalent hourly rate in lieu of the holiday.

- 12.02** An employee who does not work his or her regularly scheduled hours of work on a recognized holiday which is his or her regular day to work, will be paid as if he or she had worked his or her regular hours that day.
- 12.03** An employee who works on a recognized holiday which is his or her regular day to work will be paid his or her regular hours for that day plus one and one-half ($1 \frac{1}{2}$) times his or her equivalent hourly rate for each regular hour worked.
- 12.04** An employee required to work on a recognized holiday which is not his or her regular work day or which is outside of his or her regularly scheduled hours for that day or who works overtime on a recognized holiday will be paid for work performed at the rate of two and one-half ($2 \frac{1}{2}$) times his or her equivalent hourly rate.
- 12.05** If a recognized holiday falls within or on an employee's vacation or regular day off and the employee does not work on the holiday, he or she will be paid an additional eight (8) hours at his or her equivalent hourly rate.

- 12.06** The Company may in lieu of payment in Section 12.05, schedule a compensatory day off for a recognized holiday which falls within or on an employee's vacation or regular day off.
- 12.07** When a recognized holiday falls on an employee's regular work day, the hours paid or worked (up to his or her regularly scheduled hours for the day) will be considered as time worked for the calculation of weekly overtime.
- 12.08** For the purposes of Sections 12.03, 12.04 and 12.05 above, the Company may, at the request of the employee, grant compensatory time off in lieu of recognized holiday pay subject to the maximum of forty (40) hours provided for in Section 12.10 of Article "12".
- 12.09** Where by proclamation or otherwise, another day is established as a holiday in lieu of Canada Day, the provisions of this Article shall apply to the holiday so established and not to July 1st.
- 12.10** The provisions of this Article will not apply to an employee who has been absent from work for any reason, other than vacation or casual leave, for a period of time in excess of five (5) days, including the holiday.

ARTICLE 13 - VACATIONS

- 13.01** Each vacation year shall begin on January 1 and end on December 31 of the same year. December 31 of any year shall, except for the purpose of Sections 13.02 and 13.03, be the date for determining an employee's entitlement to a vacation and vacation pay for the following vacation year.
- 13.02** An employee whose employment commences on or after January 1 and before July 1 in the same year will upon completion of six (6) months of continuous service be entitled to one (1) week of vacation with pay to be taken in that year.
- 13.03** An employee whose employment commences on or after July 1 but not after December 31 in the same year will upon completion of nine (9) months of continuous service be entitled to ~~two~~ (2) weeks of vacation with pay to be taken in the following vacation year.
- 13.04** An employee who has completed more than one (1) but less than three (3) years of continuous service on December 31 of any year will be entitled to ~~two~~ (2) weeks of vacation

01 02

with pay to be taken during that vacation year.

13.05 An employee who has completed three (3)^{03 03} but less than five (5) years of continuous service on December 31 of any year will be entitled to three (3) weeks vacation with pay to be taken during that vacation year.

13.06 An employee who has completed five (5)^{05 04} but less than eighteen (18) years of continuous service on December 31 in any year will be entitled to four (4) weeks vacation with pay to be taken during that vacation year.

13.07 An employee who has completed eighteen (18)^{18 05} but less than twenty-five (25) years of continuous service on December 31 in any year will be entitled to five (5) weeks vacation with pay to be taken during that vacation year.

13.08 An employee who has completed twenty-five (25)^{25 06} but less than thirty (30) years continuous service on December 31 in any year will be entitled to six (6) weeks vacation with pay to be taken during that vacation year.

13.09 An employee who has completed thirty (30)^{30 07} or more years of continuous service on December 31 in any year will be entitled to seven (7)

weeks vacation with pay to be taken during that vacation year.

- 13.10** An employee will receive vacation pay in the form of continuation of his or her regular salary for each week of vacation entitlement. An employee entitled to two (2) weeks of vacation will receive on account of vacation pay the greater of such continuation of his or her regular salary or four per cent (4%) of his or her earnings in the previous calendar year.
- 13.11** Each employee will take his or her vacation for each vacation year within twelve (12) months of the December 31 date of entitlement to such vacation, subject to vacation banking as described in Section 13.13.
- 13.12** Vacations will be scheduled at the request of the employee at such times and in such amounts as the Company may determine, taking into consideration in each work group the employee's seniority and wishes and the requirements and efficiency of operations. In the event of a vacation shutdown of up to five (5) weeks employees will be expected to take their vacation during the period of the shutdown, subject to the requirements of operations. Employees not working during the

period of a vacation shutdown will not be considered to be on lay off and Section 8.08 of the Agreement will not apply.

- 13.13** An employee who is entitled to three (3) or more weeks of vacation in any vacation year may, subject to Section 13.12, allocate one (1) week of such vacation to his or her personal lieu time bank to a maximum of either three (3) weeks of vacation lieu time or two (2) weeks of vacation lieu time and other lieu time off of up to forty (40) hours.

- 13.14** Upon termination, retirement or death, an employee or the estate of the employee will receive vacation pay owing for all vacation earned in addition to vacation pay accrued for time worked in the current vacation year.

- 13.15** A week of vacation means seven (7) consecutive days including Saturdays, Sundays and holidays (normally eight (8) a.m. Monday to eight (8) a.m. the following Monday) and shall represent forty (40) hours of work.

ARTICLE 14 - REGULAR SALARIES 5011-1

14.01 The Company and the Union agree that during the term of the Agreement and except as otherwise provided, the regular salaries shall be as set out in Schedules "E" and "F" attached, with increases effective as of the dates set out in the Schedules.

14.02 It is agreed that the Company may grant to an employee discretionary salary above the Full Performance level of his or her pay grade based upon the Company's assessment of the employee's performance and, similarly, may reduce such discretionary salary to the Full Performance level. For this purpose an employee may receive discretionary salary of up to ten per cent (10%) of the Full Performance level. Any discretionary salary held by an employee will form part of his or her regular salary for the purposes of the Agreement.

14.03 It is expected that employees in a pay grade will normally progress from the Entry level to the Developmental level after six (6) months, to the Acceptable level after an additional nine (9) months and to the Full Performance level after a further twelve (12) months. However, it is

understood that the Employer may accelerate or not progress any employee within a pay grade based upon its assessment of the employee's performance. The Company will place new employees in the level of the pay grade it considers appropriate.

14.04 An employee who is promoted to a classification in a higher pay grade will receive either:

- a) The Entry level salary of the higher pay grade if such salary is equal to or greater than a five per cent (5%) increase in his or her regular salary, or
- b) A five per cent (5%) increase in regular salary if such increase would not result in a new salary that is greater than the Full Performance level salary of the higher pay grade, or
- c) The Full Performance level salary of the higher pay grade, or
- d) His or her current regular salary if such salary is greater than the Full Performance level salary of the higher pay grade,

whichever is applicable.

The parties acknowledge that for the purpose of Section 14.04 (b) an employee may be placed in between levels in a pay grade *and*, in that event, the employee will be eligible to progress to the next higher level upon completion of the length of time required to progress from the next lower level to that higher level.

14.05

If any annual pay line increase for other non-management salaried staff is in excess of two per cent (2%), the regular salaries set out in the schedules will be further increased to the extent necessary to make each pay grade equal to the corresponding pay grade for such other staff. In cases where such other staff has no corresponding pay grade, any increase for the pay grade in the Schedules without the corresponding pay grade will be determined by the Company taking into consideration the increase in the next higher corresponding pay grade.

ARTICLE 15 - SALARY PROTECTION

15.01

24-9

The Company will provide salary protection to any employee with at least one (1) year of seniority whose occupational classification is re-evaluated to a lower pay grade or who is placed in an occupational classification in a lower pay grade as a result of a force realignment or reduction.

15.02

An employee entitled to salary protection will, for a period of time equal to the employee's completed years of seniority as at the date entitlement arose, continue to receive his or her previous regular monthly salary, exclusive of any premiums. During the period of salary protection, such continued salary will, if applicable, be adjusted each year by the dollar amount of the annual increase in the regular monthly salary for the full performance level of the lower pay **grade** occupational classification occupied by the employee on the effective date of such increase. The employee will be paid the regular monthly salary for the occupational classification he or she occupies when the period of entitlement to salary protection ends.

15.03 It is a condition of this Article that any employee entitled to salary protection must, in order to remain entitled:

- a) participate in any training program offered to the employee by the Company, and
- b) be deemed to be an applicant for any higher pay grade job vacancy posted at a time when the employee is not participating in such a training program and, if determined to be the successful applicant, accept the promotion.

15.04 An employee ceases to be entitled to the benefits of this Article once he or she no longer occupies an occupational classification in a pay grade lower than the pay grade for the occupational classification **held** immediately prior to becoming entitled to salary protection.

ARTICLE 16 - SHIFT PREMIUM

- 16.01** An employee whose regular work schedule contains ~~two~~ (2) or more qualifying weeks each calendar month will be entitled to receive shift premium, paid on a monthly basis, as set out in Schedule "H"
- 16.02** A qualifying week is a complete block within the calendar month of five (5) or more consecutive work days, or less if on a defined forty (40) hour averaging period, on afternoon or night shift.
- 16.03** A permanent employee entitled to **shift** premium will continue to receive the premium while on vacation, approved short term illness or short term disability salary continuation.
- 16.04** Shift premium does not form part of an employee's regular salary and will not be used or paid in any circumstances other than those provided for in this Article.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 22H-1
- 17.01** If an employee who has one (1) year or more seniority is laid off for a period expected to exceed six (6) months as a direct result of a technological change, the individual shall receive a special allowance equal to one (1) week of his or her regular salary at the time of lay off multiplied by his or her completed years of service to a maximum of twenty-six (26). The allowance shall be paid out on normal pay days, just as though regular salary was continuing, until either the full amount of the allowance has been received by the individual or he or she returns to work, whichever occurs first.
- 17.02** For the purpose of this Article "technological change" means the introduction of an innovation in equipment, material or process used by the Company in its Departments and Plants in the Sudbury District which directly results in a change in the manner in which the Company and employees carry out work.

**ARTICLE 18 - SHORT-TERM DISABILITY
SALARY CONTINUATION**

70B-100
7

18.01 The existing Standard Personnel Practices and Procedures for Salaried Employees in relation to short-term disability salary continuation will continue during the term of the Agreement unless changed by agreement of the parties during any review of the Standard Personnel Practices and Procedures.

74-999998

18.02 In consideration of this benefit paid for by the Company, the Union for the employees releases the Company from any obligation it might have to pay to employees any Unemployment Insurance rebate available because of the existence of this wage **loss** replacement plan.

**ARTICLE 19 - SEASONAL AND CASUAL
EMPLOYEES**

19.01 For the purpose of this Agreement a seasonal employee shall mean an individual who is hired for a period of time not to exceed nine (9) months in a calendar year to perform seasonal work, including landscape construction, land reclamation, grounds maintenance, landscaping and **re-vegetation**. Seasonal employees will be

paid on the basis of the salary schedule set out in Schedule "F" of this Agreement.

19.02 Individuals who have completed one **season** of up to nine **(9)** months during the preceding calendar year will, subject to the **requirements** of operations, be offered the opportunity to be rehired as a seasonal employee on the basis of seasonal service subject to the ability, knowledge, skill and qualifications **of** the individual to do the required work. A seasonal employee will be considered on probation for the first six **(6)** months of seasonal service. The termination of a probationary seasonal employee may be for any reason at the discretion of the Company and shall not be made the subject of a grievance or arbitration.

19.03 Articles (seniority, leaves of absence, vacations, insurance benefits) of this Agreement shall not apply to seasonal employees. The Company will pay the required premiums for seasonal employees to be covered under the following group insurance plans:

- Drug
- Vision
- **Semi-Private**

19.04 In the event of a vacancy in the Leader 1 or Leader 2 classification, the position will be posted on appropriate bulletin boards for a period of seven (7) days during which time seasonal employees may apply. In filling the position, the Company will take into consideration the seasonal seniority of the applicants, the qualifications, ability and skill of the applicants to perform the work required and the requirements and efficiency of operations. It is understood that if there is no successful applicant the Company may fill the position with a person who is not a seasonal employee.

19.05 For the purpose of this Agreement a casual employee shall mean an individual who is hired to work more than **twenty-four (24)** hours a week for a period of time not to exceed one (1) year for absence coverage, peak load work or defined project work. The termination of a casual employee **may** be for any reason at the discretion of the Company and shall not be made the subject of a grievance or arbitration. All casual employees will be terminated before the permanent layoff of an employee unless the requirements and efficiency of operations and/or the qualifications, ability and skill of the available employees to do the work required requires otherwise.

19.06 The provisions of this Agreement will not apply to casual employees. The Company will pay the required premiums for casual employees to be covered under the following group insurance plans:

- Drug
- Vision
- Semi-private

ARTICLE 20 - INSURANCES

20.01 The Company will continue to pay the premiums for the following existing insurance programs for eligible employees:

- Prescription Drugs 70
 - Dental Care 70E
 - Vision Care 70C
 - Major Medical 70J
 - Semi-private Hospitalization 70J
- 766-1
71-9
1100

20.02 The Company and all eligible employees will continue to share the cost of the premiums on the current basis for the following existing insurance programs for eligible employees:

70D, E-997
75-999799
72-997
-61-

- Long Term Disability Income
- Group Life Insurance

20.03 The parties recognize that these insurance programs are provided to other salaried individuals employed by the company, in addition to employees covered by this Agreement, and that the carriers are subject to change from time to time for all such salaried persons, including employees. No such change will be made without prior discussion and review with the Union.

20.04 Eligible employees may participate in available optional employee paid insurance programs.

ARTICLE 21 - RETIREMENT INCOME

21.01 All eligible regular and seasonal employees will continue to participate in the Company Retirement System.

21.02 All eligible regular employees may continue to participate in the Company **Security Reserve** Fund Plan.



ARTICLE 22 - SUPPLEMENTAL
UNEMPLOYMENT BENEFITS PLAN

22.01 All eligible employees will continue to receive the benefits of the Supplemental Unemployment Benefits Plan (SUB) for salaried persons employed by the Company.

22.02 The continuation of the SUB Plan is subject to the Company obtaining and continuing to have all necessary government approvals.

30-3

ARTICLE 23 - TERMINATION

23.01 This Agreement shall become effective on the 27th day of May, 1992 and shall terminate at midnight on the 31st day of March, 1995.

23.02 Either party may give the other written notice to bargain and, and in that event, negotiations to renew this Agreement shall commence! in **Sudbury** not less than sixty (60) days nor more than ninety (90) days before the termination date.

**EXECUTED in the District of Sudbury, Ontario, this 10th
day of September, 1992.**

**UNITED STEELWORKERS INCO LIMITED
OF AMERICA**

H.E. Love

D.R. Dallaire

H.C. Wickenden

J.A. Gilbert

R.G. Gagnon

W.D. Fraser

D.D. Sheehan

G.W. Smith

D.A. Cayen

J.S. McDonald

J.D. McLeod

SCHEDULE 'A'

All office, clerical and technical employees of **Inco Limited** in its Ontario Division in the District of **Sudbury**, save and except supervisors and forepersons, persons above the rank of supervisor and foreperson, process forepersons, persons employed in the Employee Relations Department (other than audio-visual technician and technologist), persons employed in the Public Affairs Department, persons employed in the Data Base Group of the Computer Services Department as data base analysts and programmer analysts and in the Applications Support Group of the Computer Services Department as systems analysts and programmer analysts, and in the Security Group of the Computer Services Department as security administrators, persons employed in **Internal Audit**, persons employed at the Copper Cliff **Club**, senior claims administrators, claims administrators, central incentives administrator, senior industrial evaluators, industrial evaluators engaged in incentive administration, office services and cost analyst - **CCCR**, senior specialists, project monitors, records administrator - archivist, investigators, training coordinators, ground specialists, ground control specialists who are professional engineers, professional engineers within the meaning of the Labour Relations Act, engineers-in-training, project engineers, process engineers, Mines Research engineers, **Planners I** and **II** in the Mines Engineering Department who are

professional engineers, geologists who are professional engineers, senior payroll analyst (staff payroll), administrative clerk (M&U), registered nurses, plant protection officers, secretary to the President, executive secretaries, senior secretaries, secretaries to Managers, secretary to the Medical Director, accounting secretaries, secretary to the Power and Utilities Superintendents, persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation period and students employed in conjunction with a co-operative training program of a registered college or university.

CLARITY NOTES

1. For the purpose of clarity, "professional engineers" wherever used in this bargaining unit description shall mean engineers who are members of the Association of Professional Engineers of Ontario or the equivalent association in another province of Canada or another country.
2. For the purpose of clarity, "central incentives administrator" shall mean a person engaged in the administration and audit of incentive bonus contracts for all mines.

SCHEDULE 'B'
NUMBER OF UNION STEWARDS IN EACH AREA

<u>AREA</u>	<u>NBR</u>
Creighton / Crean Hill	2
C.C. South Mine	1
C.C. Copper Refinery	1
Mines Research	1
C.C. North Mine	1
Frood Stobie Complex	2
Levack Complex	2
Central Mills	1
C.C. Smelter	3
C.C. Nickel Refinery	1
General Engineering	2
General Office	3
Central Maintenance	1
Central Process Tech	1
Agriculture	1
TOTAL	23

SCHEDULE 'C'
RULES OF ARBITRATION

1. Arbitrations shall be heard at **Sudbury, Ontario**, or at such other place as may be agreed upon by the parties from time to time.
2. In any arbitration the written grievance and the written answer of the Company or the Union, as the case may be, at the last step of the grievance procedure shall be presented to the arbitrators and their award shall be confined to determining the issues set out therein.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross examine the witnesses of the other party and to present oral arguments. If a brief of argument is presented by any party, the other party shall be entitled to reply to it. A party presenting a brief of argument or reply to the arbitrators shall forthwith deliver a copy thereof to the other party.
4. Witness fees and allowances shall be paid by the party calling the witness.
5. No cost of any arbitration shall be awarded to or against either party.

SCHEDULE 'D'
LADDER CLASSIFICATIONS

	<u>GRADE</u>
ENVIRONMENTAL CONTROL	
Sr Environmental Control Analyst	13
Environmental Control Analyst	11
Technologist	-
CONSTRUCTION	
Sr Construction Coordinator	14
Construction Coordinator	12
Project Planner	10
Technologist	
CONTRACT ADMINISTRATOR	
Sr Contract Administrator	13
Contract Administrator	11
Technologist	
DESIGN LADDER	
Sr Designer	15
Designer	13
Sr Draftsperson	11
Draftsperson	10
Technologist	-

GRADE

ESTIMATING

Sr Estimator	14
Estimator	13
Junior Estimator	10
Technologist	-

TECHNICAL SPECIALIST

Specialist	13
Specialist Assistant	10
Technologist	-

SYSTEMS DEVELOPMENT

Systems Analyst	14
Programmer Analyst	13
Programmer II	11
Programmer I	9

MINES ENGINEERING (Surveying)

Mine Survey Party Leader	11
Mine Surveyor	9
Technologist	

MINES ENGINEERING [Planning]

Mine Planner II	14
Mine Planner I	13

	<u>GRADE</u>
EXPLORATION (Technological)	
Sr Geological Technologist	13
Geological Technologist	11
Technologist	
EXPLORATION (University)	
Sr Geologist	14
Geologist	13
University Graduate	
ANALYTICAL	
Chemist	13
Sr Analyst	10
Analyst	EI
Technologist	
TECHNICAL	
Sr Process Assistant	10
Process Assistant	EI
Technologist/Technician	

SCHEDULE E

REGULAR MONTHLY SALARIES

EFFECTIVE APRIL 1, 1992

<u>GRADE</u>	<u>ENTRY</u>	<u>DEVMNTL</u>	<u>ACCEPTABLE</u>	<u>FULL PERF</u>
03	\$1965	\$2110	\$2260	<u>\$2455</u> <i>1000</i>
04	2225	2390	2560	2780
05	2405	2585	2765	3005
06	2535	2725	2915	3170
07	2670	2870	3075	3340
08	2800	3010	3220	3500
09	2930	3150	3365	3660
10	3105	3335	3570	3880
11	3275	3520	3765	4095
12	3430	3685	3940	4285
13	3630	3900	4170	4535
14	3840	4130	4415	4800
15	3970	4270	4570	4965

Effective April 1, 1993, the regular salaries in effect at March 31, 1993 will be increased by two per cent (2%).

Effective April 1, 1994, the regular salaries in effect on March 31, 1994 will be increased by two per cent (2%).

SCHEDULE 'F'
SEASONAL EMPLOYEES

<u>Current</u> <u>Classification</u>	<u>Regular</u> <u>Monthly Salary</u>
Leader I	\$2550
Leader II	2245
Park Person A	1935
Park Person B	1650
Park Person C	1395

It is expected that seasonal employees will normally progress annually from Park Person C to Park Person A.

Effective April 1, 1993, the regular salaries in effect at March 31, 1993 will be increased by two per cent (2%).

Effective April 1, 1994, the regular salaries in effect on March 31, 1994 will be increased by two per cent (2%).

SCHEDULE 'G'

July 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
22 Froot Road,
Sudbury, Ontario.

Attention: Mr. Harold Love, President, Local 6600

Dear Sir:

This will confirm our understanding with respect to the
Company Profit Sharing Plan.

For any calendar quarter for which Inco Limited reports
consolidated net earnings and the operating earnings of
Primary Metals are in excess of US \$20 million, a profit
sharing payment will be made to eligible employees.

The Plan provides for varying percentages of salary
payments based on Primary Metals quarterly operating
earnings in excess of US \$20 million. For example, if
Primary Metals quarterly earnings amounted to US \$100
million, an eligible employee would receive 5.5% of his or

500-1

her quarterly base salary. This formula could result in payouts up to a maximum of **25%** of base salary and it will be reviewed periodically in light of market conditions.

Attached is the chart which lists the percentage of base salary to be paid as Profit Sharing Payout in relation to varying levels of Primary Metals operating earnings, as well as a sample calculation. All payouts will be made in accordance with any applicable program guidelines.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

INCO LIMITED PROFIT SHARING PROGRAM

when Inco Limited consolidated net earnings are positive

Primary Metals Quarterly Optg Earnings (US\$ Millions)	% of Quarterly Base Salary	Primary Metals Quarterly Optg Earnings (US\$ Millions)	% of Quarterly Base Salary
20.0	1.10	250.0	13.75
30.0	1.65	260.0	14.30
40.0	2.20	270.0	14.85
50.0	2.75	280.0	15.40
60.0	3.30	290.0	15.95
70.0	3.85	300.0	16.50
80.0	4.40	310.0	17.05
90.0	4.95	320.0	17.60
100.0	5.50	330.0	18.15
110.0	6.05	340.0	18.70
120.0	6.60	350.0	19.25
130.0	7.15	360.0	19.80
140.0	7.70	370.0	20.35
150.0	8.25	380.0	20.90
160.0	8.80	390.0	21.45
170.0	9.35	400.0	22.00
180.0	9.90	410.0	22.55
190.0	10.45	420.0	23.10
200.0	11.00	430.0	23.65
210.0	11.55	440.0	24.20
220.0	12.10	450.0	24.75
230.0	12.65	455.0	25.00
240.0	13.20		

Example For Dollar Based Salaries

Annual Base Salary \$40,000

Quarterly Primary Metals Operating Earnings US\$93 Million

Percentage of Quarterly Base Salary

$$\frac{\text{US\$93 Mill.} \times 5.50\%}{\text{US\$100 Mill.}} = 5.115\%$$

$$\text{Quarterly Base Salary} = \frac{\$40,000}{4} = \$10,000$$

$$\begin{aligned} \text{Profit Sharing Payout} &= \$10,000 \times 5.115\% \\ &= \$511.50 \end{aligned}$$

SCHEDULE 'H'
SHIFT PREMIUM

<u>SHIFT TYPE</u>	<u>SHIFT SPAN (Regular Work Days)</u>	
	<u>Mon. to Sat.</u>	<u>Mon. to Sun.</u>

Days	\$ 0		\$ 75
Afternoons	75	=	140
Nights	75	=	140
Days/Afternoons	75		140
Days/Afternoons/Nights	75		<u>140</u>

46,441 - 30 17 00 *\$75/month*
= 4.3 weeks
= \$17/week

NOTES:

1. An employee who begins or ends his or her regular shift schedule before the end of any calendar month will receive the full appropriate shift premium if the schedule was in effect for at least sixteen (16) days in that month. The employee will not receive any shift premium if the schedule was in effect for less than seven (7) days and fifty per cent (50%) of the premium if in effect for seven (7) but less than sixteen (16) days in the calendar month.

2. An employee who changes his or her regular shift schedule in a calendar month will be paid shift premium for that month on the basis of the applicable rate of shift premium for the employee's regular shift schedule in effect for the longest duration during the month.

LETTERS OF AGREEMENT

The following are the letters of Agreement between the Company and the Union, and are intended for the purpose of information. They do not form part of the Collective Bargaining Agreement.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Frood Road,
Sudbury, Ontario.

Attention: **Mr. Wayne Fraser**, Area Representative, United
Steelworkers of America.

Dear Sir:

This will confirm our recent discussions regarding the Company Standard Personnel Practices and Procedures Manual. These Practices and Procedures will continue to apply to all permanent staff where appropriate.

Though there are no major changes anticipated at this time, a panel will be established for the purpose of communicating and reviewing the application of these Practices and Procedures. In addition, this panel will make recommendations to management regarding the appropriateness of existing Practices and Procedures or the requirement for additions.

The panel will consist of 5 permanent staff, two of whom will be appointed by the Local Union.

The Superintendent of Employee Relations or a designate, will serve as facilitator for the panel. The facilitator will assist the panel with required resources and support

services. The facilitator will also serve as a liaison with the other Company units to which these practices and procedures apply.

Time spent by members during regular working hours in connection with their panel duties will be considered time worked.

It is understood that this letter does not form part of the Collective Bargaining Agreement.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
2 Frood Road,
Tudbury, Ontario.

Attention: Mr. Wayne Fraser, Area Representative, United
Steelworkers of America.

Dear Sir:

This will confirm our understanding with respect to the continuing coverage of insurance benefits to employees who are absent from work while on a Local Union or Union requested leave of absence under Article 9 of the Collective Bargaining Agreement.

Employees so absent on a leave of absence granted under Sections 9.01, 9.02, 9.03, and 9.04 as it pertains to Local Union Officers, will continue to receive coverage under the Company programs for the following insurance benefits:

1. Dental
2. Drug
3. Vision
4. Semi Private
5. Major Medical
6. Life Insurance (one times salary) with **A.D.& D.**

7/10/c

In addition, an employee will have the option of ~~continuing~~ his/her coverage for Long Term Disability and additional Life Insurance. An employee may continue participation in the Security Reserve Fund Plan at no cost to the Company.

Employees unable to return to work due to disability at the expiration of any Local Union leave will be eligible for any remaining Salary Continuation or if applicable Long Term Disability.

An employee so absent on a leave of absence granted under Section **9.04**, as it pertains to a leave requested by the Union, will be eligible for the same Company **programs** itemized in **1 to 6** above.

It is understood that this letter does not form part of the Collective Bargaining Agreement.

Yours truly,

Donald **D. Sheehan**,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: **Mr. Harold Love**, President, Local 6600

Dear Sir:

This will confirm our understanding with respect to short term work opportunities for individuals with recall rights under the Collective Bargaining Agreement.

In cases where the Company needs to hire individuals to fill temporary vacancies which it expects to last for less than three (3) months, it will first attempt to offer these vacancies on the basis of seniority to individuals with recall rights who have the qualifications, ability and skill to do the required work. The attempt at offering may be made by telephone or otherwise and the provisions of the Collective Bargaining Agreement will not apply.

During this temporary work period such employees will be credited with seniority and will be eligible for dental, drug, vision, semi-private, and major medical health coverage.

The failure of an individual to accept such an offer of recall will not affect his or her recall rights under the Agreement.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario.

Attention: Mr. Harold Love, President, Local 6600

Dear Sir:

Any employee who regularly works less than eight (8) hours in a day or less than forty (40) hours in a week will have all forms of compensation prorated (except overtime) to reflect his or her hours of work.

Any employee who regularly works less than eight (8) hours in a day or less than forty (40) hours in a week will be paid overtime at the rate of one and one-half (1 1/2) times the employee's equivalent hourly rate for all authorized work performed in excess of eight (8) hours in a day or forty (40) hours in a week.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Frood Road,
Sudbury, Ontario.

Attention: **Mr. Harold Love**, President, Local **6600**

Dear Sir:

This will confirm our understanding with respect to the
definition of Managerial Area, Manager and Work Group for
the purposes of the Article 8 of the Collective Bargaining
Agreement.

Managerial Area

The geographic area under the jurisdiction of a manager.

Manager

The senior **management** person in the line of **authority**
responsible for the supervision of employees in the
workplace regardless of the Managerial Area in which
the employees are working.

Work Group

The employees who at any given time report directly to
the same supervisor.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: **Mr.** Harold Love, President, Local **6600**.

Dear Sir:

This will confirm our understanding with respect to the
Training and Career Development **Committee**.

The following functions are listed in order to provide the
Committee with guidance in fulfilling its role under Section
8.06 of the **C.B.A.**

1. The identification of core qualifications and skills
required for each classification or group of
classifications containing related **work**.
2. The identification of the available ways to acquire
necessary qualifications and skills.
3. The identification and listing of qualifications and

skills which employees currently hold.

4. The identification of areas of work and classifications likely to change as a result of technological developments and restructuring and the associated training and educational requirements.
5. The making of recommendations to the Company in connection with declared realignments or reductions affecting employees.
6. The career counselling of employees.
7. The counselling of applicants not awarded a classification posting.
8. The making of recommendations to the Company regarding the training of employees in occupational classifications in the same or different pay grade.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario.

Attention: **Mr.** Harold Love, President, Local 6600

Dear Sir:

This will confirm our understanding with respect to the counselling or discipline records of employees.

An employee will be entitled to review with the immediate supervisor his or her counselling or discipline record and, upon request, will receive a copy of the record.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

LETTER OF AGREEMENT

This will confirm our agreement with respect to temporary reductions under the Collective Bargaining Agreement.

In cases where the company decides it is necessary to reduce the number of employees in a managerial area for a period of time which it expects to be less than thirty (30) days resulting from an accident, breakdown or unplanned event, employees will be demoted or laid off within the managerial area on the basis of seniority, the requirements and efficiency of operations, and the qualifications, ability and skill of employees to do the work required.

However, it is understood that even though the Company normally requires at least thirty (30) days to plan and execute a reduction, it will attempt to apply the provisions of the Agreement to a reduction resulting from an accident, breakdown or unplanned event if in its opinion, the requirements and efficiency of operation and the available time permits.

(signed) **D.D. Sheehan**
For the Company

(signed) **W. Fraser**
For the Union

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario.

Attention: **Mr.** Harold Love, President, Local 6600

Dear Sir:

This will confirm our understanding that the level of benefits under the following programs for salaried persons **employed** by the Company will **not** be altered or reduced for bargaining unit employees during the term of the Agreement:

1. Insurances referred to in Article 20
2. The Supplemental Unemployment Benefit Plan referred to in Article 22
3. The Company Retirement System
4. The Company Security Reserve Fund Plan

Yours truly,

Donald **D. Sheehan**,
Manager,
Employee Relations.

July 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
52 Froid Road,
Sudbury, Ontario.

Attention: Mr. Harold Love, President, Local 6600

Dear Sir:

This will confirm our discussions in negotiations with respect to contracting out and with respect to similar or the same type of work being performed by both employees and persons outside the bargaining unit.

The parties will establish a committee consisting of the Local Union President and Vice-president and two Company representatives to meet at agreed upon times to discuss matters in connection with these subjects.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Frood Road,
Sudbury, Ontario.

Attention: Mr. Harold Love, President, Local 6600

Dear Sir:

This will confirm our understanding with respect to job evaluation.

A Joint Job Evaluation Committee will be established consisting of three (3) persons appointed by each party. Meetings of the Committee will be at agreed upon times, beginning in September, 1992.

The Committee will review both the current job evaluation system and alternative job evaluation systems for the purpose of agreeing on an acceptable joint job evaluation system. It is the intention of the parties to make every reasonable effort to select an acceptable system by at least September, 1993.

In the process of selecting an acceptable evaluation system, the Committee will select and evaluate benchmark jobs in order to assess the degree of correlation between the

existing job evaluation system and the proposed new job evaluation system. If the correlation is satisfactory to both parties, the committee will continue to evaluate the remaining occupational classifications in the bargaining unit.

Time spent in meetings with the Company and at other times agreed to by the Company by employee members of the Committee during their regular working hours will be considered time worked.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

LETTER OF AGREEMENT

This will confirm our agreement with respect to the Steelworkers Humanities Fund.

The Company will deduct one dollar and ~~seventy~~-four cents (\$1.74) from the monthly salary of each employee and remit the same to the International Treasurer ~~of~~ the Union at the same time and in the same manner as provided for under Article 4 - Union Security - with respect to **U**nion dues.

(signed) **D.D. Sheehan**
For the Company

(signed) **W. Fraser**
For the Union

July 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
22 Frood Road,
Sudbury, Ontario.

Attention: Mr. Harold Love, President, Local 6600

Dear Sir:

This will confirm our understanding that during the first year of the Collective Bargaining Agreement the Company will, subject to the requirements and efficiency of operations, grant, upon written request, leaves of absence without pay as follows:

1. To the twelve (12) employee members of the Area Safety, Health and Environment Committees and the Safety, Health and Environment Representative, leaves of absence without pay, not to exceed one hundred and fifty (150) days in total, for the purpose of occupational safety and health training.
2. To the twenty-three (23) Area Union Stewards listed in Schedule "B", leaves of absence without pay, not to exceed one hundred (100) days in total, for the purpose of steward training.

All leaves of absence provided for in this letter are in addition to leaves of absence under Article 9 of the Agreement.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.

May 27, 1992

United Steelworkers of America,
92 Froad Road,
Sudbury, Ontario.

Attention: **Mr. Wayne Fraser**, Area Representative,
United Steelworkers of America

Dear **Mr. Fraser**:

As requested, I am enclosing initialled copies of the following items:

1. Retirement System (January 1, 1989)
2. Security Reserve Fund Plan (January, 1986)
3. Group Life Insurance Plan [December 1, 1981]
4. Long Term Disability Income Plan (December 1, 1981)
5. Group Health Benefits Program (January, 1990)
6. The Salaried Employees Supplemental Employment Benefit Plan for Ontario and Manitoba Divisions
7. "Adding New Options" bulletin issued to all staff in 1992
8. "Improving **Employee-Paid** Life Insurance" bulletin issued to all staff in 1992
9. Inco Progress Report "Review of Work Practices and **Benefits**" dated November, 1991 and issued to all staff in November, 1991

Yours truly,

(signed) **D.D. Sheehan**
For the Company

(signed) **W. Fraser**
For the Union

July 27, 1992

United Steelworkers of America, and
Local 6600, United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Wayne Fraser, Area Representative, United
Steelworkers of America.

Dear Sir:

This will confirm our understanding that the Company will
provide the Union every six (6) months, on a confidential
basis, a list of employees showing the monthly salary,
including discretionary salary, being paid to each employee.

Yours truly,

Donald D. Sheehan,
Manager,
Employee Relations.