

Collective Agreement

between

Inco

and

United Steelworkers of America, Local 2020, unit 6600

Begins:

04/01/2001

Terminates:

09619 (05)

INDEX OF CONTENTS

ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - NO DISCRIMINATION.....	2
ARTICLE 3 - MANAGEMENT.....	3
ARTICLE 4 - UNION SECURITY.....	3
ARTICLE 5 - NO CESSATION OF WORK.....	4
ARTICLE 6 - GRIEVANCE PROCEDURE.....	5
STAGE ONE.....	6
STAGE TWO.....	8
ARTICLE 7 - ARBITRATION.....	13
ARTICLE 8 - SENIORITY.....	17
CAREER DEVELOPMENT- JOB EVALUATION AND TRAINING COMMITTEE.....	20
JOB POSTING SYSTEM.....	22
REALIGNMENT OR REDUCTION.....	26
RECALL.....	33
TEMPORARY PROMOTIONS.....	37
CAREER DEVELOPMENT.....	39
ARTICLE 9 - LEAVES OF ABSENCE.....	42
ARTICLE 10 - SAFETY, HEALTH AND ENVIRONMENT.....	44
ARTICLE 11 - HOURS OF WORK AND OVERTIME.....	48

ARTICLE 12 - 'RECOGNIZED HOLIDAYS.....	54
ARTICLE 13 - VACATIONS.....	57
ARTICLE 14 - REGULAR SALARIES.....	62
ARTICLE 15 - SALARY PROTECTION.....	65
ARTICLE 16 - SHIFT PREMIUM.....	67
ARTICLE 17 - TECHNOLOGICAL CHANGE	68
ARTICLE 18 - SHORT-TERM DISABILITY SALARY CONTINUATION.....	69
ARTICLE 19 - SEASONAL AND CASUAL EMPLOYEES	70
ARTICLE 20 - INSURANCES.....	73
ARTICLE 21 - RETIREMENT INCOME.....	74
ARTICLE 22 - SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN.....	75
ARTICLE 23 - TERMINATION.....	75
SCHEDULES	
SCHEDULE 'A BARGAINING UNIT DESCRIPTION.....	78

SCHEDULE 'B'	
NUMBER OF UNION STEWARDS IN EACH AREA	81
SCHEDULE 'C'	
RULES OF ARBITRATION.....	82
SCHEDULE 'D'	
LADDER CLASSIFICATIONS.....	84
SCHEDULE 'E'	
REGULAR MONTHLY SALARIES.....	88
SCHEDULE 'F'	
SEASONAL EMPLOYEES	89
SCHEDULE 'G'	
PROFIT SHARING PLAN.....	90
SCHEDULE 'H'	
SHIFT PREMIUM.....	94
SCHEDULE 'I'	
NON-LADDER OCCUPATIONAL CLASSIFICATIONS.....	95
LETTERS OF AGREEMENT	
Standard Personnel Practices and Procedures.....	100
Benefits for Employees on Union and Local Union Leaves of Absence	102

Short-term Work Opportunities for Individuals With Recall Rights	104
Prorating of Compensation.....	106
The Meaning of Managerial Area. Manager and Work Group for the Purposes of Article 8	107
Career Development - Job Evaluation and Training Committee	109
Counseling and Discipline Records.....	113
Temporary Reductions.....	114
Level of Benefits.....	115
Committee on Contracting Out	116
Steelworkers Humanities Fund.....	118
List of Benefit and Retirement Income Plans.....	119
Monthly Salaries Lists.....	120
Voluntary Early Retirement Plans.....	121
Mines Engineering Technical Ladders.....	122
Short-term Disability Salary Continuation and Long-term Disability Salary Continuation.....	124
Accommodated Individuals (one time process)	126

Accommodated Individuals (medical restrictions).....	129
Similar or Same Type of Work Resolution Committee.....	131
Bumping Rights Within the Safety Net.....	134
Maternity Leave for Pension Purposes.....	135
Local Union Negotiating Team Wages During Negotiations.....	136
Interest-based Problem Solving.....	137
Right to Refuse Unsafe Work.....	139
Joint Job Evaluation.....	140
Ladder Qualifications Skill Matrices and Criteria.....	142
Guidelines for Job Posting.....	144
Casual Employees.....	145
Salary of Unit Chair.....	147
Market Surveys to Establish Paylines	148
Job Selection Process for Permanent or Temporary Vacancies pertaining to Recall Rights.....	149
One Month Familiarization.....	150

)

THIS AGREEMENT made as of the **1st** day of April, 2001.

BETWEEN:

INCO LIMITED,

(hereinafter called the "Company")

OF THE FIRST PART

- and -

UNITED STEELWORKERS OF AMERICA, and

LOCAL 2020, UNIT 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 or a substantially changed job classification containing similar or same type of work as is performed by both an employee covered by the Collective Bargaining Agreement and another individual employed by the Company 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 Unit 6600 of Local 2020 of the United Steelworkers of America.

ARTICLE 2 – NO DISCRIMINATION

- 2.0 The Company and the Union each agree that there shall be no discrimination, intimidation, restraint or coercion practiced 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 or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.
- 2.02 There shall be no discrimination by the Company or the Union or employees against any employee because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

sex, sexual orientation, age, marital status, family status, or handicap.

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 their 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 anyway 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 the immediate supervisor must first meet as soon as possible and attempt to resolve the difference informally. If an employee deems it necessary, the employee 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 the supervisor within five (5) days the employee 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 the 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. If a Manager member is absent for the day, the Manager will be replaced by the alternate Manager. At the request of either party, the Manager or agreed to designate from the area in which the grievance originated shall attend the Stage Two meeting.
- 6.08 The Union Grievance Settlement Committee will consist of two Local Union members and the Chair of the Local Union Grievance Committee who shall be the Chief Steward and Chair of this Committee. Members of the Grievance Settlement Committee will be appointed and serve annually. In any situation where one Local Union member of the Committee is absent for the day, the member will be replaced by an alternate Local Union representative. If *two* members of the Union

Grievance Settlement Committee are absent for the day, the meeting will be rescheduled to a later date. 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. If the Chairs agree that the grievance should be reviewed by a Joint

Committee before proceeding to the Grievance Settlement Committees, the grievance will be so directed and reasonable efforts will be made to have the grievance reviewed by the joint committee within thirty (30) days of being notified. The thirty (30) days will be in addition to the time limits contained in these Articles. The Local Union Chair will be granted reasonable time off for these purposes.

- 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 Unit Chair 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 the 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".

6.15 An Interest-based approach to resolving issues will be encouraged as a problem-solving tool available to assist the parties. At the request of either party, this approach will be used to resolve a grievance at Stage Two.

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 sixty (60) 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

Kevin Burkett

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 the individual's 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, the individual 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

25

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 ($\frac{1}{2}$) 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 permanent 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;
- 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 CAREER DEVELOPMENT -JOB EVALUATION AND TRAINING COMMITTEE

- a) The Company and the Local Union will establish a joint Career Development - Job Evaluation and Training Committee consisting of three (3) employees appointed by the Local Union and three (3) persons appointed by Management. A quorum shall be in effect when two (2) members from the Local Union and two (2) members from management are in attendance at a Committee meeting. The Committee shall meet at agreed upon times for the purpose of:
 - i.) reviewing, considering and making recommendations to the Company in connection with training requirements and programs, providing career guidance 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;
- ii.) evaluating new or re-evaluating changed jobs in the bargaining unit other than seasonal employee classifications;
 - iii.) developing qualification and skills matrices for occupational classifications;
 - iv.) providing guidance, coaching and facilitation as set forward in the Job Posting Selection Process;
 - v.) assisting management and employees in various aspects of personal development including job profiles, career paths and appropriate development guides.

Time spent by committee members in Committee meetings during their regular working hours will be considered time worked.

- b) The Career Development- Job Evaluation and Training 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 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 ten (10) 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.

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

If two or more applicants satisfy Sub-section (b) (ii) equally, 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.

- 8.07 c) It is understood that an employee cannot apply for a job vacancy that is a lateral bid if the employee has been the successful applicant in another lateral bid, other than a one-time lateral bid due to a change in shift schedule, within the last twelve **(12)** months or if the vacancy is **one** resulting from a successful lateral bid by another employee. For the purposes of this Agreement, a lateral bid will be considered a bid within the same occupational classification or a bid to a classification within the ladder that contains the employee's occupational classification.
- 8.07 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, a list of applicants for the job posting and the successful applicant posting.

- 8.07 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 the salary for the job.
- 8.07 f) Any unsuccessful applicant for a vacancy may request the Career Development, Job Evaluation and Training Committee for assistance. In such a case, within thirty (30) days of receiving such request, 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 counseling 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.

- 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 (1) 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 **E** 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 senior employees either in these classifications or eligible to be placed in these classifications because of displacement from occupational classifications in pay grade **F** and above.

Employees reduced from occupational classifications in **pay grade F** or higher and affected employees already in

general administrative occupational classifications in pay grade **E** or below will, on the basis of seniority, be given the opportunity to select placement in any existing vacancy in such classifications in pay grade **E** or below provided they can be trained in accordance with section 8.08 (h) and the placement will not result in a promotion to a higher pay grade. If all employees with sufficient seniority to remain in such classifications in pay grade **E** or below are not placed using this process, the placement of employees into or the displacement of employees in the general administration occupational classifications in pay grade **E** 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 **F** 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 **E** 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.

8.09 RECALL

- 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

- 8.09 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 the individual 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 the individual **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 their 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 the employee 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 the employee's 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 the employee 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 their length of Company service on that date. Similarly, any employee transferred out of the bargaining unit will take their 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 the individual 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 without⁵⁰ 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 their job.

ARTICLE 9 – LEAVES OF ABSENCE

9.01 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.

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.
- 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 cooperative methods.
- 10.02 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

The Agricultural Shop and Greenhouse.

- 10.03** 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, the employee member 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.

- 10.04** 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 their safety, health and environment concerns addressed by that Committee. For this purpose, the employee may be represented by the Safety, Health and Environment Representative.
- 10.05** Time spent by employee members of the Area Safety, Health and Environment Committees in attending Committee meetings during regular working hours will be considered time worked.
- 10.06** The Unit Chair will be a member of the Joint Occupational Health Committee and the Environmental Awareness Committee.

10.07 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 area Safety, Health and Environment Committees with further duties and related training to be developed jointly by the Unit Chair and the Manager, Safety, Health and Environment. The Representative will continue to receive the Representative's regular salary or be paid at the Full Performance level of pay grade H, whichever is greater. Upon completion of the assignment, the Representative will return to the classification the Representative held prior to becoming the Representative. In the event that the Company discontinues the practice of scheduled vacation shutdowns during the July to August period, the Local Union, with reasonable notice, may appoint another employee to act on behalf of the Safety, Health and Environmental Representative, if he/she is absent from work for a period in excess

of five **(5)** working days.

For the purposes of realignment or reduction the Representative will be considered to be in the classification the Representative held prior to becoming the Representative.

- 10.08 The Unit Chair and the Safety, Health and Environment Representative will be members of the Executive Safety Committee established for the Ontario Division.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 The normal workweek is either forty **(40)** hours per week or for an employee on a defined forty **(40)** hour averaging period, the employee's regularly scheduled work week.
- 11.02 The workweek commences with the start of day shift on Monday.
- 11.03 The day for each employee starts with the

beginning of the employee's 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 the employee's one half (½) 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 ½) 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 the employee's regular work day if greater than eight (8) hours, or the hours in the employee's regular work day if on a defined forty (40) hour averaging period, except where the additional time worked is due to the employee's 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 the employee's regularly scheduled work week. Time worked due to an unscheduled short change of shift will be considered as hours worked (up to the employee's regularly scheduled hours for the day) for calculating weekly overtime.

11.05 Should an employee be instructed by the Company to change the employee's regular day(s) off in a work week to another day(s) in that week, and receives that instruction after the end of the employee's work day on Friday of the preceding week, the employee will be considered **as** having worked the employee's 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 the employee **in** that week.

11.06 Should an employee be instructed **by** the Company to change the employee's shift and

receives that instruction after the end of the employee's 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 the employee's work week but **for** the purpose only of determining entitlement to the overtime rate for any other time actually worked by the employee.

- 11.07** These overtime payments will be calculated to the nearest unit of one-half ($\frac{1}{2}$) 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 %) times the

employee's equivalent hourly rate or four **(4)** hours at the employee's equivalent hourly rate, whichever is greater. To qualify for call-out allowance, an employee shall have:

- 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 the employee was to commence such work.

1 L10 The Company may, at the request of the employee, grant compensatory time and one half (**1 ½**) 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 the employee's scheduled work day, or in excess of five (5) hours since the employee's last meal, will receive a meal allowance of ten (10) dollars or be provided a lunch where practical.
- 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)	

In addition to the above, 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 the employee's equivalent hourly rate in lieu of the holiday.

12.02 An employee who does not work the employee's regularly scheduled hours of work on a recognized holiday which is the employee's regular day to work, will be paid as if the employee had worked

the employee's regular hours that day.

- 12.03 An employee who works on a recognized holiday which is the employee's regular day to work will be paid the employee's regular hours for that day plus one and one-half (1 ½) times the employee's equivalent hourly rate for each regular hour worked.
- 12.04 An employee required to work on a recognized holiday which is not the employee's regular work day or which is outside of the employee's 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 ½) times the employee's 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, the employee will be paid an additional eight (**8**) hours at the employee's 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 the employee's 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 11.10 of Article "11"
- 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 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 with pay to be taken during that vacation year.
- 13.05 An employee who has completed three (3) 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) but less than fifteen (15) 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 fifteen (15) 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) 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) 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 the employee's 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 the employee's regular salary or four per cent (4%) of the employee's earnings in the previous calendar year.

- 13.11 Each employee will take the employee's 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 the employee's 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

- 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.
- 14.02 It is agreed that the Company may grant to an employee discretionary salary above the Full Performance level of the employee's 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 the employee's 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 the employee's 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) The employee's 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 payline increase for other non-management salaried staff is implemented during the term of this Collective Agreement, the regular salaries set out in Schedules "E" and "F" will be increased on the same date that such payline increase is implemented 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 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 the employee's 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 the employee 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 the employee 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

- 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 the individual's regular salary at the time of lay off multiplied by the individual's 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 the individual 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

18.01 The existing Standard Personnel Practices and Procedure 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.

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 ten (10) 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
- Dental Care
- Vision Care
- Major Medical
- Semi-private Hospitalization
- Long Term Disability Income
(excluding optional coverage)

- 20.02 The Company and all eligible employees will continue to share the cost of the premiums on the current basis for the Group Life Insurance program.
- 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.

ARTICLE 23 – TERMINATION

- 23.01 This Agreement shall become effective on the first day of April, 2001 and shall terminate at midnight on the 31st day of March, 2004.

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 1st day of April, 2001.

**UNITED STEELWORKERS
OF AMERICA**

D. O'Reilly

G. Quig

L. Burford

B. Alberty

R. Gagnon

J. Robinson

INCO LIMITED

B. Vickman

M.J. Castonguay

D. MacKenzie

S. Espley

SCHEDULE 'A'
BARGAINING UNIT DESCRIPTION

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 cooperative 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>No.</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

A job ladder consists of a series of overlapping classifications of increasing responsibility which are related through a common body of work. Progression through the ladder is at an individual pace based on a demonstrated increase in qualifications, skills and abilities and is not based on available vacancies. Employees and the Company share responsibility jointly for the upgrading of the necessary qualifications, skills and abilities.

	Grade
Environmental Control	
Sr. Environmental Analyst	J
Environmental Analyst	G
Technologist	
Contract Administrator	
Sr. Contract Administrator	I
Contract Administrator	H
Technologist	
Design Ladder	
Sr. Designer	J
Designer	I
Sr. Draftsperson	H
Draftsperson	F
Technologist	

Project Control

Sr. Project Controls Coordinator K
Project Controls Coordinator J

Technical Specialist

Specialist I
Specialist Assistant G
Technologist

Systems Development

Systems Analyst J
Programmer Analyst I
Programmer II G
Programmer I •

Mines Engineering (Surveying)

Mine Survey Party Leader H
Surveyor G
Technologist

Mines Engineering (Planning)

Planner II Mine Eng. *
Planner I Mine Eng. I

**Subject to CD-JET*

Exploration (Technological)

Sr. Geological Technologist

I

Geological Technologist

G

Technologist

Exploration (University)

Sr. Geologist

J

Geologist

I

University Graduate

Analytical

Chemist

I

Process Analyst

I

Sr. Analyst

G

Analyst

F

Technologist

Technical

Sr. Plant Technologist

J

Plant Technologist

I

Sr. Process Assistant

G

Process Assistant

F

Technologist/Technician

Plant Maintenance

Sr. Maintenance Assistant	J
Maintenance Assistant	G
Technologist	

Water Treatment

Sr. Water Treatment Plant Operator'	G
Water Treatment Plant Operator	F

SCHEDULE 'E'
REGULAR MONTHLY SALARIES

EFFECTIVE APRIL 1, 2001

<u>Grade</u>	<u>Entry</u>	<u>Dev</u>	<u>Accept</u>	<u>Full Perf</u>
B	\$2355	\$2535	\$2710	\$2945
C	2620	2815	3015	3275
D	2855	3070	3285	3570
E	3120	3355	3590	3900
F	3370	3620	3875	4215
G	3615	3885	4160	4520
H	3950	4245	4540	4935
I	4175	4490	4800	5220
J	4420	4750	5085	5525
K	4595	4940	5285	5745

SCHEDULE 'F'
SEASONAL EMPLOYEES

EFFECTIVE SEPTEMBER 1, 2000

<u>Current Classification</u>	<u>Regular Monthly Salary</u>
Leader I	\$3120
Leader II	\$2475
Park Person A	\$2250
Park Person B	\$1815
Park Person C	\$1540

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

SCHEDULE 'G'

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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 their
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,

**B. Vickman,
Superintendent,
Employee Services**

INCO LIMITED PROFIT SHARING PROGRAM ¹⁰⁰

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

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

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

$$\text{Profit Sharing Payout} = \$10,000 \times 5.115\%$$

$$= \$511.50$$

SCHEDULE 'H'
SHIFT PREMIUM

<u>SHIFT TYPE</u>	<u>SHIFT SPAN (Regular Work Days)</u>	
	<u>5 to 6 Days</u>	<u>7 Days</u>
Days	\$ 0	\$ 75
Afternoons	75	140
Nights	75	140
Days/Afternoons	75	140
Days/Afternoons/Nights	75	140

NOTES:

1. An employee who begins or ends their 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 their 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.

SCHEDULE 'I'
NON-LADDER OCCUPATIONAL
CLASSIFICATIONS

<u>Job Title</u>	<u>Pay Grade</u>
Ground Control Specialist	K
Computer Learning System Specialist	I
Decommissioning Coordinator	I
Ergonomist (Occupational Health)	I
Financial Analyst	I
Industrial Evaluator	I
Metals Accounting Specialist	I
Mines Technical Specialist	I
Sr. Cost Systems Analyst	I
Sr. Geological Analyst	I
Sr. Hydraulic Technologist	I
Metals Accounting System Analyst	I
Sr. Process Evaluator	I
Sr. Systems Operator	I
Technical Services Programmer Analyst	I
Administrator (Transportation)	H
Audiovisual Technologist	H
Buyer	H
Graphic Designer	H
Instructor	H

I.S. Field Support Specialist	H
Maintenance Services Coordinator (CCNR)	H
Mines Technologist	H
Programmer (Smelter)	H
Maintenance Technologist	H
Mines Training Coordinator	H
Process Evaluator	H
Program Coordinator	H
Sr. Capital Expenditure Analyst	H
Sr. Capital Planner	H
Sr. Instructor Staff	H
Sr. Metals Accounting Analyst	H
Sr. Payroll Analyst	H
Sr. Project Cost Controller	H
Services Coordinator	H
System Operator	H
Tax & Risk Management Analyst	H
Water Regulator	H
Accounts Payable Administrator	G
Commodity Tax Analyst	G
Computer System Operator (Gen. Eng.)	G
Computer Technician (S.H.E.)	G
Instructor (Staff)	G
Estimator	G
Ledger Accountant	G
Maintenance Coordinator	G
Metals Accounting Analyst	G
Municipal Tax Analyst	G
Network Administrator	G
Network Administrator (Smelter)	G
Payroll Analyst	G

Power Plant Operator	G
Run Coordinator	G
Project Planner	G
Project Cost Controller	G
Statistical Advisor	G
Scanner Operator	G
Senior Water Treatment Plant Operator	G
Ventilation Assistant	G
Accounts Payable Expediter	F
Administrative Assistant III	F
Administrative Clerk	F
Audiometric Technician	F
HRD Assistant	F
Material Coordinator	F
Material Controller	F
Network Technician	F
P.M. Coordinator	F
Printer	F
Print Services Coordinator	F
Shipper	F
Smelter Administrator	F
Water Treatment Operator	F
Administrative Assistant II	E
Administrative Clerk (Computer Services)	E
Administrative Clerk (Purchasing)	E
Computer System Operator	E
Respiratory Technician	E
Accounting Clerk	D

Administrative Assistant I	D
Data Input/Output Coordinator	D
Reproduction Technician	D
Mobile Monitor Operator	C
Decollating Clerk	B
Messenger	B

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.

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly: Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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. Long Term Disability

In addition, an employee will have the option of continuing their Long Term Disability optional coverage 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 7 above.

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

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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 their recall rights under the Agreement.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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 their 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 ½) 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,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to the meaning of Managerial Area, Manager and Work Group for the purposes of the Articles 8 and 13 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,

**B. Vickman,
Superintendent,
Employee Services**

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly,

This will confirm our understanding with respect to the
Career Development- Job Evaluation and Training
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. The Committee shall:

1. Evaluate new or re-evaluate changed jobs in the bargaining unit other than seasonal employee classifications. (A new classification or any existing occupational classification which changes in pay grade as a result of evaluation or re-evaluation will be placed in the new pay grade from the date a written request for such evaluation or re-evaluation is received by the Company.)

2. Assist in the identification and listing of qualifications and skills which employees currently hold.
3. Facilitate with 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 for potentially affected employees.
4. Identify available ways to acquire necessary qualifications and skills.
5. Identify training and development opportunities and career guidance for employees.
6. Make recommendations to the Company regarding the training of employees in occupational classifications in the same or different pay grade.

Provide guidance to applicants not awarded a classification posting and the guidance of employees regarding ladder progression.

8. Make recommendations to a Company/Union Realignment/Reduction Committee in connection with declared realignments and reductions affecting employees, including the exploration of opportunities to mitigate layoffs including benchmarking other companies, job sharing, etc.
9. Review assignments from one managerial area to another for the purpose of career development or

training made under 8.13 of the Collective Bargaining Agreement.

10. Coordinate, facilitate and provide assistance to management and employees in the administration of the Job Posting Selection Process, including the development of qualifications and skills matrices for each occupational classification, and the implementation of a consistent and efficient selection process.
11. Coordinate, facilitate and provide assistance to management and employees in personal development planning, including the creation of job profiles, the identification of career paths and associated development guides. While it is recognized that personal development planning is an on-going process, the Parties will complete the initial development of the project by December 31, 2001.

Any matters of concern relating to the above role, which cannot be resolved by the Career Development- **Job** Evaluation and Training Committee, may be referred to a Resolution Committee consisting of the Unit Chair and the Superintendent of Employee Services. Failing agreement by the Resolution Committee, either party may refer the concern directly to arbitration within thirty (30) days pursuant to Section 7.01 of the Collective Bargaining Agreement.

The Parties understand that in order to function as intended

the Committee will require an understanding of the systems, issues and events which impact or influence career development and training.

The employees appointed by the Local Union will continue in their current occupational classifications and will not be disadvantaged by their appointment.

Yours truly,

B. Vickman
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario.

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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

An employee will be entitled to review with the immediate
supervisor the employee's counseling or discipline record
and, upon request, will receive a copy of the record.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

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) B. Vickman
For the Company

(signed) D. O'Reilly
For the Union

April 1, 2001

United Steelworkers of America, and
Local 2020, 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our discussions in negotiations with respect to the contracting out of work performed by employees in the bargaining unit.

The Company recognizes the Local Union's concern in this regard and agrees to establish a joint committee consisting of two (2) Local Union representatives, the Superintendent of Employee Services, the Management Contracting Out Coordinator and such other Company personnel as may be considered necessary for the purposes of the meeting. Time spent by employee members of the Committee during their regular working hours in meetings with the Company and at other times agreed to by the Company will be considered time worked.

Employees will be able to bring forward suggestions to this joint committee or within their local area where timeliness could be a factor, which will assist in reducing the current

amount of contracting out in the Ontario Division, and as a result, improve the business competitiveness of the Division.

The Committee will meet quarterly to review the work the Company intends to contract out (excluding major capital projects), the reasons for the work being contracted out, the expected duration of the work, the number of contractors employed and the type of work to be performed by the contractors.

The Company will consider recommendations from the Local Union as to how the contracting out of this work could be reduced or avoided, bearing in mind the economy, efficiency and requirements of operations.

It is further understood that the Unit Chair shall be invited to attend meetings of the Contracting Out Steering Committee established between the Company, the Union and the United Steelworkers of America, Local 6500.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

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 Union dues.

(signed) B. Vickman
For the Company

(signed) D. O'Reilly
For the Union

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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

1. Retirement System (July 1, 1997)
2. Security Reserve Fund Plan (May 1, 1994)
3. Group Life Insurance Plan (May 1, 1994)
4. Long Term Disability Income Plan (July 1, 1993)
5. Group Health Benefits Program (March 1, 1995)
6. The Salaried Employees Supplemental Employment Benefit Plan for Ontario and Manitoba Divisions

Yours truly,

(signed) B. Vickman
For the Company

(signed) D. O'Reilly
For the Union

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

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,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers *of* America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers *of* America.

Dear Mr. O'Reilly:

This will confirm our agreement with respect to Voluntary
Early Retirement Plans.

Should the Company introduce a Voluntary Early
Retirement Plan in the Sudbury District, employees
covered by the Local 2020 Collective Agreement who are
eligible under the Plan will be offered the same Voluntary
Retirement Plan as is offered to other non-management
salaried staff in corresponding pay grades.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This following will confirm our understanding pertaining to
the new Mines Technical Services Technical Ladder.

The new Ladder shall include the following occupational
classifications:

Senior Mines Technologist
Mines Technologist
Assistant Mines Technologist
Technologist

The parties agree to undertake a process with a target
completion date of December 31, 2001 which will identify

the scope of work within each classification, establish criteria for progression, establish evaluations and pay grades for each classification, and assign incumbents into the appropriate ladder classification.

Yours truly,

**B. Vickman,
Superintendent,
Employee Services**

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to short term disability salary continuation benefits.

If an employee who is receiving a short term disability salary continuation benefit is transferred into another Bargaining Unit while in receipt of the benefit, the individual will continue to receive such benefit for the period of time absent from work as a result of the injury or illness giving rise to the absence but not for any recurrence of such injury or illness. It is understood that if such an individual exhausts the short term disability salary continuation benefit without returning to work, the individual may apply

for benefits defined under the Long Term Disability Income Plan.

Yours truly,

**B. Vickman,
Superintendent,
Employee Services**

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

The following will confirm our understanding regarding a one time process to deal with accommodated individuals employed by the Company who may be performing primarily 'office, clerical and technical' work.

Commencing no later than January 31, 1999, and with a target completion date of March 31, 1999, the parties agree to undertake the following process:

- a) The Company and Local Union will each submit a list of all accommodated individuals employed by the Company who may be performing predominantly 'office, clerical and technical' work.

- b) The parties will attempt to reach agreement from those names submitted as to whether these individuals are performing predominantly office, clerical, technical jobs. Failing resolution, the matter may be referred to arbitration pursuant to Section 7.01 of the Collective Bargaining Agreement. Where the individual is represented by another bargaining agent, the parties agree to have a representative from that bargaining agent in attendance at the meeting.
- c) Once a determination is reached that the Individual employed by the Company is occupying position which falls within the parameters outlined above, the Company will declare whether a requirement exists to fill the vacancy. If the Company determines that there is a vacancy to be filled, the individual employed by the Company, if represented by another bargaining agent, will be allowed to elect to be assigned as an employee of this bargaining unit. Failing such election, or if the Company determines that there is no vacancy, the individual will be reassigned within their own bargaining unit and be treated in accordance with the terms of their applicable Collective Bargaining Agreement.
- d) Where as a result of the process outlined above, a vacancy still exists, it will be filled in accordance with the recall provisions outlined in Section 8.09 of the Collective Bargaining Agreement. In the

event that the vacancy cannot be filled in this manner, the vacancy will be posted pursuant to Section 8.07 of the Collective Bargaining Agreement.

Yours truly,

Bill Vickman
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly,

The following will confirm our understanding with respect to the accommodation of employees or individuals employed by the Company, as a result of a medical restriction, in what may be an "office, clerical or technical" position.

The Company will notify the Local Union before making such an accommodation.

A representative appointed by the Company and a representative appointed by the Local Union (referred to as the Accommodation Committee) will meet as required to review these assignments. When reviewing the accommodation of an individual employed by the Company, the parties will jointly attempt to determine whether the position falls within this bargaining unit. Failing such agreement, notwithstanding the provisions of Article 8.16, this matter may be referred directly to arbitration

within thirty (30) days pursuant to Article 7.01 of the Collective Bargaining Agreement.

If it is determined that the position falls within this bargaining unit, then the employee or individual employed by the Company shall be assigned to the vacancy in accordance with Article 8.16 of the Collective Bargaining Agreement.

For temporary accommodations of up to six (6) months duration, or longer as agreed to between the parties, an individual employed by the company in another area shall not become an employee within this bargaining unit. During this period of temporary accommodation the Company **shall** remit Union dues for non-unionized individuals employed by the Company in accordance with Article 4.01 of the Collective Bargaining Agreement.

D. O'Reilly
Staff Representative,
United Steelworkers of America

B. Vickman
Superintendent
Employee Services

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our discussion during negotiations with respect to similar or the same type of work being performed in a managerial area by both employees covered by the Collective Bargaining Agreement and individuals outside the bargaining unit.

If the Local Union has a concern as to whether a new or substantially changed job containing such similar or same type of work is included in the bargaining unit, it may refer the concern to a joint committee consisting of the Unit Chair, Chief Steward and Staff Representative of the United Steelworkers of America, the Manager of Employee Relations and the Manager of the area concerned.

The joint committee shall meet within thirty (30) days of the

concern being given to the Manager of Employee Relations in the form of a notice containing the name of the person and/or the title of the job being performed with the reasons for its concern.

The Company will inform the Local Union and the occupant of the job of its decision within fourteen (14) days of the meeting.

Where the occupant of the job is represented by another bargaining agent, the parties agree to have a representative from that bargaining agent in attendance at the meeting.

The Company agrees to provide in advance of the meeting appropriate information to assist the parties in their understanding of the job in question.

Should the committee consider it necessary to review the job description with the occupant(s) of the job in question, the Company will provide that opportunity in a manner that minimizes inconvenience to normal operations.

If the Local Union disagrees with the decision of the Company, it may refer the concern directly to arbitration within thirty (30) days pursuant to Section 7.01 of the Collective Bargaining Agreement. Committee discussions shall not be evidence at arbitration and this letter shall not prejudice the right of either party with respect to their submissions at arbitration, including the issue of arbitrability.

Time spent by employee members of the committee during their regular working hours in meetings with the Company will be considered time worked.

Yours truly,

**B. Vickman,
Superintendent,
Employee Services**

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to
Subsection 8.08 (e) of the Collective Bargaining
Agreement.

For the purpose of clarity in the implementation of
Subsection 8.08 (e) (iv) of the Collective Bargaining
Agreement, a senior employee who declines to choose a
vacancy shall be required to exercise the employee's
bumping rights under Subsections 8.08 (e) (i), (ii), and (iii)
immediately and before the next employee in line of
seniority is offered a choice of vacancies.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to time spent on maternity leave of absence for pension purposes.

Time spent by current employees on maternity leave prior to January 1, 1990, shall be considered service for pension purposes.

Yours truly,

B. Vickman,
Superintendent,
Employee Services.

April 1, 2001

United Steelworkers of America,
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to the Local Union negotiating team and their wages during negotiations.

The Company agrees to pay the regular monthly salary for each of the five (5) Local Union representatives on the Negotiating Committee for the period March 1, **1998** to March **31, 1998** for time spent in the negotiation of the **1998** Collective Bargaining Agreement.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

Re: Interest-based problem solving - grievance procedure

This will confirm our understanding for the application of an Interest-based problem-solving method to address grievances between the parties as per Article 6.15.

The following briefly outlines the six (6) steps involved in an Interest-based approach.

1. Describe and define the issue
2. Identify and explore the interests
3. Develop options
4. Agree on criteria

-
5. **Select solution elements**
 6. **Craft a solution based on consensus of the parties**

Yours truly,

**Bill Vickman,
Superintendent,
Employee Services**

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm that the Company will continue its existing policy with respect to the right of an employee to refuse to perform unsafe work.

If the employee has reason to believe that any work, workplace, equipment or machinery is likely to cause a danger to himself, the employee has a right to refuse to perform the work or operate the equipment or machinery.

An employee shall not be disciplined or suspended without pay for exercising such right.

D. O'Reilly
Staff Representative
United Steelworkers of America

B. Vickman
Superintendent
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding with respect to joint job evaluation as administered through the Career Development - Job Evaluation and Training Committee.

A Review Committee consisting of the Manager of Human Resources, the Staff Rep U.S.W.A., A Local Union Career Development - Job Evaluation Training Committee member and a Management Career Development - Job Evaluation Training Committee member, will be established.

Should the Career Development - **Job** Evaluation and Training Committee be unable to reach consensus on the evaluation of an occupational classification and the disagreement over evaluation impacts on pay grade, the matter will be referred to the Review Committee for guidance and recommendation.

Time spent by employee members of the Committee during their regular working hours in meeting with the Company will be considered time worked.

Yours truly,

(signed) Bill Vickman
For the Company

(signed) Dan O'Reilly
For the Union

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our discussions in negotiations with respect to the progression of employees within ladder classifications.

The Career Development – Job Evaluation and Training Committee will facilitate the completion of the ladder qualifications, skill matrices, and criteria. The Company will develop the criteria to be utilized to determine progression within that ladder which will be reviewed with the Career Development – Job Evaluation and Training Committee for the purpose of making recommendations. The parties will complete this by a target date of Dec. 31, 2001.

It is understood that the Performance and Development Review process will be utilized as one of the tools to assess employees based upon the criteria discussed above, to determine progression within a ladder.

The Company will notify the Local Union regarding promotions within these ladder classifications.

Yours truly,

Bill Vickman,
Superintendent,
Employee Services

Dan O'Reilly,
Staff Representative,
United Steelworkers of America

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Frood Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

The following will confirm our discussion with regard to a set of guidelines for the selection of candidates within a job posting.

The Career Development- Job Evaluation Committee will modify these guidelines for implementation on a pilot basis when future vacancies are posted.

Prior to **use**, these guidelines will be approved by the Manager of Employee Relations and the Unit Chair.

Bill Vickman,
Superintendent
Employee Services

Dan O'Reilly,
Staff Representative,
United Steelworkers of America

April 1, 2001

United Steelworkers of America and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

The following will confirm our understanding with respect to casual employees as outlined in Articles 19.05 and 19.06 of the C.B.A.

The Company shall identify casual employees hired in accordance with Article 19.05. The Company shall during the life of this Agreement, deduct as a condition of each casual employee's continued employment from the earnings paid in each payroll period to each such casual employee, a sum equal to Union dues as outlined in Article 4.01 of this Agreement.

If the Local Union has a concern as to whether an individual is deemed a casual employee, it may refer the matter ~~in~~ writing to the Superintendent of Employee Services. Within seven **(7)** days of receiving such

submission, the Superintendent of Employee Services and Unit Chair shall meet to discuss the concern.

The Company shall inform the Local Union of its decision within fourteen **(14)** days of the meeting.

If the Local Union disagrees with the decision of the Company, it may refer the concern directly to arbitration within thirty (30) days pursuant to Article 7.01 of the Collective Bargaining Agreement.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

This will confirm our understanding pertaining to the payment of full salary for the Unit Chair of Local 2020, Unit 6600, during the term of this Collective Agreement.

This decision is based on the cooperative problem solving approach adopted by the parties, which results in measurable cost savings and increased efficiencies in our processes.

It is understood that the Company may discontinue payment during the term of the Collective Agreement, if the above objectives are not being met.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: **Mr. Dan O'Reilly, Staff Representative,**
United Steelworkers of America.

Dear Mr. O'Reilly:

The following will confirm our understanding regarding the preparation and development of market surveys for the purpose of establishing paylines consistent with our compensation philosophy.

The parties commit to a process that is open and transparent and to that end the Unit Chair will participate in the process of preparing and developing market surveys. It is understood, that research data from participating firms is privileged information, which cannot be released.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froot Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly:

The following will confirm our understanding pertaining to recall in accordance with Article 8.09 (a) of the Collective Bargaining Agreement.

The Career Development- Job Evaluation and Training Committee will utilize the Job Selection Process to assist in determining whether a laid off individual has the qualifications, ability and skill to do the work associated with either permanent or temporary (greater than three months) vacancies in the bargaining unit.

Yours truly,

B. Vickman,
Superintendent,
Employee Services

April 1, 2001

158

United Steelworkers of America, and
Local 2020, Unit 6600 United Steelworkers of America,
92 Froid Road,
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Staff Representative,
United Steelworkers of America.

Dear Mr. O'Reilly,

This will confirm our understanding regarding a permanent workforce reduction in accordance with Article 8.08 of the Collective Bargaining Agreement.

The Company will continue the practice of allowing a one-month period for plant or mine familiarization, for those employees deemed by the Company to possess the qualifications, skills and ability to displace another employee or to fill a vacancy during such a permanent workforce reduction.

Yours truly,

B. Vickman,
Superintendent,
Employee Services