

AGREEMENT amended this 1st day of
February, 2000

BETWEEN

ALCOMA STEEL INC.
(hereinafter referred to as the "Company")

-and-

THE UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITSELF AND Of Local 2251
(hereinafter referred to as the "Union")

LABOUR AGREEMENT INDEX

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February, 2000

Between

ALGOMA STEEL INC.

(hereinafter referred to as the "Company")

-and-

**THE UNITED STEELWORKERS OF AMERICA,
ON BEHALF OF ITSELF: AND ITS LOCAL UNION 2251**

(hereinafter referred to as the "Union")

WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

**GENERAL ARTICLE
JOINT DECISION MAKING, JOINT WORKPLACE REDESIGN AND EMPLOYEE
PARTICIPATION PROCESS**

1. MISSION STATEMENT

The parties are committed to a successful Algoma Steel Inc, founded upon principles of tolerance and respect between a strong independent union and a strong independent management and a recognition of the value of every employee.

As equal partners, Algoma and the United Steelworkers of America make as top priority, the creation of an organization that is dedicated to the economic security and empowerment of employees and to continuing improvements in productivity and quality.

2. OBJECTIVES

The parties recognize the necessity of redesigning the workplace so that it becomes less authoritarian, safer and more fair. They agree that costs must be reduced, performance improved, and the skill content of jobs enhanced and that this will require substantial changes in how work is organized, a significant reduction in levels of supervision and other overhead, the creation of opportunities for employees to solve operating problems and the continual upgrading of the skills of the workforce.

In order to manage change, the parties commit to ongoing consultation, problem solving, and discussion between management and the union and among employees at all levels. As part of these consultations, management is committed to providing the Union and employees with the opportunity to participate in decisions related to change as early as possible.

The parties agree on the following objectives, and agree to implement changes in the workplace during the life of this collective agreement which will:

- redefine the role and function of supervisors so that they emphasize coaching and coordinating
- upgrade the skill content of jobs on a progressive and ongoing basis, and provide employees with greater opportunity for training. In upgrading the skill level of trade jobs, an important objective will be to increase knowledge within the trade; eliminate health and safety hazards, including ergonomic hazards; ensure workers are trained in safe production practices;
- provide workers with greater influence, accountability, responsibility, and control over day-to-day operations of their workplace;
- lead to continual improvements in productivity and quality based on working smarter, using better equipment, and reducing waste; flatten the organizational structure, resulting in the elimination of unnecessary layers of management and administration and reduction in overhead costs.

In order to meet these objectives, redesign the workplace and to take advantage of the firsthand knowledge and experience of employees to solve operational problems, the parties will continue to develop and implement the workplace participation process.

3. JOINT STEERING COMMITTEE

a) Mandate and Purpose

A Joint Steering Committee has been established for the following purposes:

- i) to ensure that changes are implemented in the workplace which will achieve the objectives, agreed to in Section 2 and in the Strategic Plan.
- ii) to jointly manage employment levels at Algoma in accordance with the Strategic Plan. Employees shall not be laid-off or hired without the approval of the Joint Steering Committee.
- iii) to work with the Company's President and Chief Executive Officer and senior management on business matters generally and in particular with respect to the achievement of the goals and objectives of the Strategic Plan, Annual Business Plans and other general business goals and objectives of the Company. For the purposes of this collective agreement the Strategic Plan is the Strategic Plan as approved and amended by the Company's Board of Directors from time to time.
- iv) to jointly direct the workplace participation and redesign processes, plans and programs in order to achieve the objectives set out in Section 2.

The parties agree that the process of redesigning the workplace must be a joint endeavour. The Company agrees not to initiate any action, program or change with respect to worker participation, workplace restructuring or training without the agreement of the Joint Steering Committee. For the purpose of this Section workplace restructuring will be defined to include the combination, amalgamation,

creation, or elimination of tasks, jobs or lines of sequence, and the establishment of operating work groups or teams or job rotation systems.

- v) to jointly direct workplace training programs and authorize an Annual Training Plan and Budget.
- vi) to jointly direct the process of technological change;
- vii) to jointly direct the Company's Human Resource policies and procedures;
- viii) to act as an on-going forum for senior management and union officials to discuss and resolve issues related to the workforce and the company.
- ix) direct all other joint committees which are established by the Joint Steering Committee or the collective agreement

b) **Composition**

The Joint Steering Committee will consist. of 18 members as follows:

- a co-chair as appointed from time to time by the Company President and CEO.
- a co-chair as appointed from time to time by the United Steelworkers Director of District 6.;
- eight senior management personnel as selected by the President and CEO; and
- seven union officials of USWA Local 2251.
- one union official of USWA Local 2724

Members of the Committee shall complete a training program as approved by the Joint Steering Committee within 6 months of appointment to the Committee.

The District 6 and/or National Director of the Union may attend meetings of the Steering Committee on the invitation of either co-chair.

c) **Duties and Responsibilities**

i) **Human Resources Matters**

Algoma's Human Resource policies and administrative procedures shall be established by the Joint Steering Committee, in accordance with the provisions of this collective agreement.

On advice of the Joint Steering Committee, the co-chairs of the Committee shall establish the administration of the Company's Human Resources functions including workplace restructuring and redesign, technological change, problem solving and cost savings, joint training board, training administration, wage and salary administration, benefits administration, pension administration, collective agreement administration, medical and personnel services, and employee assistance program. For these Human Resources functions the co-chairs of the Joint Steering Committee shall jointly determine the number of people required to fulfil various functions; and the duties and task, and job descriptions required to fulfil the functions.

The Joint Steering Committee has the authority to determine the best method of delivering negotiated employee benefits, including the selection of insurance carriers or self-insurance. The Joint Steering Committee will ensure that employee benefits are provided on a cost effective basis, and are provided to employees and their dependents in a fast and courteous manner.

The Joint Steering Committee will not

- determine individual benefit entitlement;
- deal with any disciplinary matter;
- have access to confidential personnel files (unless approved by the individual on authorized forms);
- assume any of the functions of an employer under any legislation of Canada or Ontario.

The Joint Steering Committee will make policy with respect to employee communications.

ii) **Business Matters**

The Joint Steering Committee will:

- work with the President and CEO and senior management towards achievement of the company's business goals and objectives as set out in the Strategic Plan, and in particular as they relate to facilities, manning objectives including attrition and other matters which impact the company's employees.
- review any amendment or other change to the Company's Strategic Plan before it is presented to the Company's Board of Directors.
- review Annual business plans before they are presented to the Company's Board of Directors.
- periodically review and monitor progress toward meeting performance, sales, employment, and other targets set out in the Strategic Plan and Annual Business Plan;
- monitor capital expenditure programs agreed to in the Strategic Plan;
- review proposed major sale, lease or rental of assets, and review major purchases for materials and supplies, and the tender selection process;
- establish corporate travel policy for bargaining unit members;
- direct and set policy for Department Steering Committees and to establish, where appropriate, and set policy for similar committees within Business Units.
- review Appropriation Requests (AR's) before they are presented to the Company's Board of Directors.
- review Annual plans of the Department Steering Committees? particularly respecting manning and other objectives of Strategic Plan.

iii) Training

The Joint Steering Committee shall exercise its responsibilities regarding training through the Joint Training Board (JTB).

The Joint Training Board shall review the training needs of all employees, and develop a comprehensive training plan and budget for Algoma to be recommended to the Joint Steering Committee, The training plan will include both shorter term and longer term components, a timetable, and be designed to ensure that the objectives set out in Section 2 are achieved. The Joint Training Board will determine the need for apprentices in the skilled trades and crafts.

The plan shall include a process that would allow each employee to help design an individual training plan with the long term objective of entitling each employee to 80 hours of off-the job training per year.

The Joint Training Board shall consist of four members appointed by the Union and four members appointed by the Management.

The Joint Training Board will review and recommend training policy, govern overall training, ensure the training plan is implemented, and give priority of training required

The parties agree to establish a corporate wide system to track training costs for those purposes established by the Joint Steering Committee.

iv) Major Technological Change

No major technological change shall be introduced prior to review by the Joint Steering Committee, Technological change is defined as technological changes in method of operations, materials and process, including the introduction of new or modified equipment which substantially alters the manner in which work is performed.

The Joint Steering Committee will evaluate technological changes based on their contribution to achieving the objectives set out in Section 2 and in the Strategic Plan, and set policies and procedures to be followed in respect of major technological change.

Employees who will be affected by a proposed technological change must be involved in the process of designing and implementing that change.

The Joint Steering Committee will establish a joint sub-committee, the Joint Technology Design Team, to ensure the joint development of technological change, and the participation of workers.

A Joint Project Team will be established when proposed technological changes will change, modify or eliminate work duties or methods, impact on skill requirements, impact on health and safety, or require new training as referred to in the Template. The

Joint Project Team would bring together workers who will actually use the new technology, and the designers of that equipment or system, on a project by project basis: Appropriate expertise and training for the development of the project will be provided to the Joint Project Team.

The Joint Project Team will be responsible for the development of the technology.

The Joint Project Team will provide the following information to the Joint Technology Design Team and/or Joint Steering Committee:

- a description of the purpose and function of the technology, and how it would fit into existing operations and process;
- the estimated cost of the technology, and a cost justification of the technology;
- any service or maintenance warranties or contracts provided by the vendor (if any);
- the number of jobs which would be eliminated or changed by the technology;
- the anticipated impact on the skill requirements of the work force;
- the anticipated impact on established lines of sequence;
- a review of the technology for health and safety hazards;
- details of any training programs connected with the new technology.

v) **General**

The Company will pay lost time wages and expenses for union members of the Committee for their Committee activities, including time union members spend preparing for such meetings.

The Committee will make decisions by consensus which does not necessarily mean unanimity but does require the agreement of both co-chairs.

Any matter within the scope of the Committee which cannot be resolved by the Committee, that is not clearly defined in the collective agreement, may be referred by either co-chair to the Company's Board of Directors for a decision.

The Steering Committee will select consultants, advisors and instructors retained by the Company to facilitate and support any process and programs related to work redesign, worker participation and training and will determine assignments and duties of such consultants, advisors and instructors.

The Joint Steering Committee may from time to time define and amend as appropriate the roles and responsibilities inherent in structures and jobs involved in workplace restructuring and reassign

4. EMPLOYEE PARTICIPATION PROCESS

The parties have established a program of employee participation, which shall continue.

The employee participation program has the following features:

it will not consider or accept ideas which are not consistent with the terms of this collective agreement: and which will negatively impact on rights, benefits, and protection employees have under the collective agreement. This program will not consider or accept ideas which will eliminate jobs:

is company wide;

provides opportunities for involvement to all employees who wish to participate;

ensures that all ideas which are submitted are seriously considered, and that employees whose ideas are not implemented are told why;

has a clear set of criteria which will be used to prioritize and determine which ideas are to be implemented;

a graduated approval process designed to allow employees themselves to make implementation decisions on ideas which require minimal expenditure and impact only on their work areas, and to have input into decisions of a larger magnitude;

5. DEPARTMENT STEERING COMMITTEES

a) Mandate and Purpose

The parties will establish Department Steering Committees in various departments of the Company (see list of departments in Appendix A). Each of these committees shall report to and be subject: to the direction of the Joint Steering Committee. The purpose of the Department Steering Committee shall be to:

direct the implementation of change in the workplace which will achieve the jointly agreed to objectives set out in Section 2 and in the Strategic Plan;

direct the achievement of the department's goals and objectives as set out in the Strategic Plan and annual business plan, in particular as they relate to facilities and manning,

direct the application, within the department, of the Human Resources policies and procedures as established by the Joint Steering Committee.

direct departmental workplace redesign, restructuring and technological change activities.

b) Composition

Each Department Steering Committee shall have the following members:

- the Department Head who shall be a co-chair,
- a bargaining unit co-chair selected by the Union,
- union stewards and union health and safety representatives selected by the Union;
- other employees within the department as selected from time to time by the co-chairs.

Members of the Committee shall complete a training program approved by the Joint Steering Committee within 6 months of appointment to the Committee, which shall include a component of union designed and delivered training for union members.

c) Duties; and Responsibilities

develop and submit to the Joint Steering Committee for approval, an Annual Department Plan to achieve goals and objectives from the strategic plan, in particular as they relate to facilities and manning.

direct the implementation of the department's annual plan as approved by the Joint Steering Committee.

direct the application of the Human Resources policies and procedures agreed upon by the Joint Steering Committee, within the department.

development, implementation and monitoring of training plans (including training for SDWG) and plans for improving quality of worklife, including plans for the achievement of objectives set out in Section 2.

implement workplace restructuring and redesign within the department with authority to make broad based decisions affecting the department (using consensus), covering elements of manpower scheduling and seniority such as lines of sequence, job combinations, multiskilling, job rotation, and hours of work, within the provisions of this collective agreement, and provided individual employees affected have been involved in the planning process.

changes considered in workplace restructuring and redesign must be reviewed by the department joint health and safety representatives for their potential impacts on employee health.

ensure Joint Project Teams for technological change are functioning in Department

ensure self directed work groups are functioning in Department according to the provisions of this collective agreement and guidelines set down by the Joint Steering Committee.

reviews issues, suggestions, and problems raised through the EPU system, and monitors the EPU process in the Department.

monitors contracting out and overtime hours (excluding replacement hours) in excess of 10% of all hours worked in a 12 month period in any specific functions or jobs in the department and initiates any action required in accordance with the policies and administrative processes established by the Joint Steering Committee.

monitors and reviews all other issues governed by the Joint Steering Committee.

the union co-chair may be a full-time position as deemed appropriate by the Joint Steering Committee

the Company will pay lost time wages and expenses for union members of the Committee for their Committee activities.

the Committee will make decisions by consensus which does not necessarily mean unanimity but does require the agreement of both co-chairs. Where consensus is not reached the matter may be referred to the Joint Steering Committee by either co-chair.

Restructuring task forces and teams established by the Joint Steering Committee will provide support, training and assistance to the Department Steering Committees as required to meet their objectives.

6. GUIDELINES FOR WORKPLACE RESTRUCTURING AND PARTICIPATION PROCESS

The parties, agree to abide by the following guidelines in all matters pertaining to workplace redesign, training, and the workplace participation process.

General guidelines are-

- a) The workplace participation process and workplace redesign initiatives shall be consistent with and supportive of local and international union structures. The worker participation process shall be consistent with and supportive of the terms of this collective agreement, including the grievance procedure.
- b) The workplace participation process shall not be used to discipline employees,
- c) The participation of individual employees in the worker participation process shall be strongly encouraged through a training program but shall be entirely voluntary ; however, new entrants to groups involved in worker participation must commit to participating in the process. Participation in such process will be scheduled during normal working hours, and employees will be paid at their regular rates for their time,
- d) Union officers and appointees involved in work redesign or any joint committee must be offered the opportunity of participating in Union designed training.
- e) It is understood that as part of the workplace participation process the union representatives on various committees, task forces, and other groups may wish to meet separately from management representatives, and that attendance at such meetings is part of the participation program, and shall be paid by the company. The Joint Steering Committee shall establish guidelines respecting the holding of such meetings and for the payment of employees who attend.
- f) Employees have a right to participate in the process where they have a stake in the outcome and something to contribute.
- g) So as to encourage informed and meaningful participation employees shall have access to relevant information and the necessary resources and expertise.
- h) The parties recognize there is no one best way to participate. Each workplace participation group shall have broad latitude and freedom to shape their own process within the guidelines of this Agreement, and by any guidelines established by the Joint Steering Committee,
- i) Decisions shall be made by consensus. In the event consensus cannot be reached there shall be access to the appellate process.
- j) No action will be taken with respect to worker participation, workforce restructuring or training in the absence of consensus. Where there is no consensus there shall be access to the appellate process.

- k) In order for participation to be meaningful, participation shall run from the very formative stage of a project to its conclusion.
- l) Employees participating in the process shall receive the necessary training to prepare them to play a meaningful role.
- m) All employees will be provided with an informational overview of the overall process,

Principles for the Introduction of Self directed work groups and other work reorganization initiatives.

The following principles must be incorporated in the design, implementation, and operation of SDWG or any other work reorganization initiative:

reasonable workload

maintain rights to access or egress to and from jobs.

in compliance with principles of Employment Equity.

Provisions for replacement workers, as appropriate, (for vacation, sickness, approved absence, or training) can be made available either from within the SDWG or from outside the SDWG.

Compensation shall be based on an agreed to plant-wide job evaluation system and matters of compensation, including wages, premiums, bonus, and gainsharing, will not be addressed by SDWG.

- The concept of peer review shall not be incorporated into any SDWG. Discipline (including discipline related to work performance) will remain a management responsibility.

7. RESTRUCTURING SUPPORT AND PROCESSES

In order to ensure that the workplace participation process is effective the Management and the Union are committed to providing appropriate training and support. As part of this support the Management agrees to:

- i) pay lost-time wages for a one day union orientation session for union employees within the first year of the collective agreement:
- ii) pay lost-time wages for three days of union orientation for up to 100 union delegates/stewards in the first year of the collective agreement and two days per year for each subsequent year; and
- iii) **pay** lost-time **wages** for five days of union training per year for up to twenty-five (25) union representatives on the Steering Committee and designated committees and task forces.
- iv) pay lost-time wages for a minimum of four (4) weeks of union training for all the union co-chairs of Department Steering Committees in the first 12 months of the collective agreement and at least one (1) week per year after.

In addition, Management and the Union agree to create a team of internal personnel dedicated to supporting the participation process. The Union shall select one employee

to act as Union Co-ordinator and another employee to act as Assistant Union Co-ordinator. Management shall appoint counterparts to work jointly with the Union appointees. The Union Co-ordinator shall work under the direction of, and report to, the Union Co-chair of the Joint Steering Committee. The Assistant Union Co-ordinator shall work under the direction of, and report to the Union Co-ordinator.

The Union Co-ordinator may attend meetings of the Joint Steering Committee and sub-committees or task forces! at the invitation of the Union Co-chair of the Joint Steering Committee. In **a corresponding** fashion Management may have its Co-ordinator attend meetings of the Joint Steering Committee. The Union Co-ordinator will be responsible for making regular reports to the Union Co-chair and the other union members of the Joint Steering Committee on the progress of the workplace participation process and **any** other matters they require. At the joint request of the Union and Management Co-chairs the Union Co-ordinator shall make reports to the Joint Steering Committee.

The wages and benefits of the Union Co-ordinator and Assistant Union Co-ordinator will be paid by the Company, and they will continue to be covered by the provisions of their respective collective agreements. The Company will provide the Co-ordinators with an office, equipment and access to clerical support.

The Company shall provide the Union Co-ordinator with a resources budget of \$50,000 on the first day of each quarter to be used to support the activities of the Co-ordinator and Assistant Co-ordinator, including;, but not limited to, assistance, travel and expenses, training, workshops, external consultation and educational material. The resources budget shall be approved by the Union Co-chair. If at the end of each quarter the resources budget has not been allocated, the resources budget for the next quarter shall be reduced by the unused amount. The resources budget will be held in a **separate bank account**.

The Company shall provide up to two additional people, selected by the Director of District 6, to-assist the Union Co-chair of the Joint Steering Committee in carrying out his functions related to 'the Joint Steering Committee. Wages and benefits will be on the same basis as the Union Co-ordinator and Assistant Co-ordinator.

The union co-chairs of the Department Steering Committees shall be provided with office space and office equipment.

UNION EVALUATION

Every other year (or more often as may be approved by the Joint Steering Committee) the union shall be provided the opportunity and resources to undertake an evaluation of the workplace change process. This evaluation shall be conducted solely by the union, under the direction of the union staff representative, and shall be independent of any joint activities of the union and the company.

The primary objective of the evaluation will be to find out the extent to which employees believe their jobs and work environment have been made better or worse as a result of workplace change. The evaluation will try to find out what union members feel about (a) the workplace restructuring and job redesign process, (b) changes in their own job and work environment, (c) the employee participation process, and (d) the union.

The evaluation will have two parts:

1. Survey of all employees.

All employees will have the opportunity to participate in the survey.

2. Focus Groups.

The focus groups will be made up of groups of 6 randomly selected union members. Each year fifty (50) focus groups will be run.

The resources required to conduct the evaluation will be provided by the Company to the Union.

The Company agrees to provide the following:

- (a) Funds to develop, administer and analyze the employee survey. In the first year \$30,000, in each subsequent year \$10,000. Access to a computer able to compile and analyze results;
- (b) Paid time for employees to participate in the survey at the work place to a maximum of 1 hour per employee;
- (c) Lost time for focus group participants to a maximum of 300 participants for an average of 4 hours each (1,200 hours);
- (d) Two weeks training in leading focus groups for 7 focus group leaders selected by the union in the first year. and one week training in each subsequent year;
- (e) Lost time for focus group leaders to conduct focus groups and compile and review results (4 weeks per focus group leader).

8. OVERTIME, CONTRACTING OUT, AND EMPLOYMENT LEVELS

The parties agree to monitor and review the levels of overtime and the levels and type of contracting out on an ongoing basis.

Each Department Steering Committee will provide the Joint Steering Committee with a quarterly report for their area.

The Joint Steering Committee will take appropriate action to eliminate or reduce any overtime or contracting out deemed to be excessive.

APPENDIX A - LIST OF DEPARTMENTS

For the purposes of this Agreement, the company shall be deemed to be divided into the following departments:

Accounting
Algoma Ore Division
Automotive Repairs
Cokemaking
Cold Rolled Strip
Direct Strip Production Complex
Human Resources
Environmental Control
ICS Operations
Ironmaking
Maintenance*
Maintenance Services
Metallurgical Labs
Plate and Strip - Hot Mills
Plate and Strip - Finishing
Order Acceptance and Product Control*
Purchasing and Stores
Quality Blanks International
Quality Engineering - Hold and Release
Raw Materials & By-Products
Steelmaking
Shape Products
Traffic
Transportation
Tubular Products
Utilities
Welded Beam Division

* For purposes of the Department Steering Committees, assigned personnel will participate in the committee for their assigned area.

The foregoing list of departments may be amended as necessary by agreement of the Joint Steering Committees.

ARTICLE I

UNION RECOGNITION

For Clerical, also refer to Addendum A

1.01.10 The **Company** recognizes the Union as the sole bargaining agent for all the employees of the Company (within the meaning of the term employee as defined in the Labour Relations Act, R.S.O., 1960) in Sault Ste. Marie, Ontario, with the following exceptions:

1. Persons practising professional engineering or engaged in training for professional engineering as defined in the Professional Engineers Act of Ontario.
2. Employees in reasonable numbers with special qualifications who are receiving special or technical training and who do not displace employees within the bargaining unit.
3. Superintendents, assistant superintendents, foremen and supervisors and persons **who** exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

Any difference, which arises between the Company and the Union as to whether a person in a new or significantly changed job is a foreman or supervisor as defined above, may be submitted by the Union as a grievance of a General Nature.

4. Those office and clerical employees for whom Local 2251 is not now bargaining.
5. Employees engaged on police and plant protection duty.

1.01.11 The Company will notify the Union in writing of new jobs established below the rank of Assistant Superintendent which are to be excluded from the bargaining unit. Such notification shall include a summary of job functions, responsibilities, date of establishment, and shall name incumbents assigned to the new job. If the Union does not agree that the job is properly excluded it may file a grievance of a General Nature within 21 days of such notification in order to discuss and/or to conduct an on-site examination of the job and incumbents.

1.01.12 When existing jobs are changed or new jobs are to be established which contain duties being performed by employees of the Local 2251 bargaining unit, or similar duties, as well as duties which may be appropriate for another bargaining unit, the Company will advise the Union as far as possible in advance of the establishment of such jobs. The Company and Union will attempt to agree on the proper placement of such jobs in a bargaining unit and to agree on any other relevant matters such as seniority rights of employees affected.

If agreement is not reached, the matter shall be referred to referees one named by each party, who will attempt to resolve any outstanding issues. Agreement by the referees will be binding on both parties. If agreement is not reached by the referees, the Union may file a grievance of a General Nature.

1.02.10 Work normally performed by employees within the bargaining unit or similar work which it has been past practice to have performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit except when employees with the necessary skills are not available for such work, No employee will be displaced from his job or be laid off as a result of the Company contracting out such work. The Company may contract out work not normally performed by employees within the bargaining unit, but shall, whenever practicable, and especially during layoffs, have such work performed by employees within the bargaining unit.

1.02.11

1. If contracting out is being considered a contracting out template will immediately be initiated by management. The contracting out template is to be forwarded to the affected Department, Steering Committees for discussion and recommendations by the Department Steering Committee Co-chairs and the stewards from the areas that are affected.
2. If contracting out is being considered the template will be immediately forwarded to the Joint Contracting Out Committee by the management Department Steering Committee Co-chair for review, discussion and recommendations.
3. If agreement cannot be reached at the Joint Contracting Out Committee and the Company contracts out this work, the union may exercise its right to file a General Nature grievance.
4. All information requested associated with contracting out will be provided in a timely manner.
5. A semi-annual evaluation will be conducted of all contracted out work previously approved by the Joint Contracting Out Committee so as to determine if such work should be assigned within the bargaining unit and within what time frame. The contracted out work under this review shall include work performed by contractors inside the plant as well as work which is performed by contractors off site. Notwithstanding the foregoing, the parties recognize that work of an emergency nature may be contracted out if the alternative would be to place the facilities and/or employees and their employment security in jeopardy.

1.02.20 Employees within the bargaining unit have no claim to jobs outside the bargaining unit, Except as expressly provided in this Agreement, employees outside the bargaining unit have no claim to jobs within the bargaining unit.

1.02.30 Persons excluded from the bargaining unit shall not perform work normally performed by employees within the bargaining unit except for purposes of instruction or training, or in those non-routine circumstances where the alternative would mean serious loss, damage, or delay, or creation of a safety hazard.

1.03 The Union shall not solicit membership on the Company's time.

11.04 The Company shall give each employee entering the bargaining unit a copy of this Agreement.

11.05 The Union shall elect or appoint an appropriate number of stewards and committeemen for each department, and shall, as such elections are held or appointments made, give written notice of the names of such stewards, and committeemen in each department, to the Supervisor of Labour Relations and the superintendent of the department concerned.

1.06 The Company and authorized Union committees (which may include the International Representatives of the Union) shall meet when necessary for the proper administration of this and other agreements between the parties.

1.07 All negotiations between the Company and the Union shall be carried on through the regular procedures established by this Agreement, and the Company shall not recognize or bargain separately with any individual or group of employees within the bargaining unit. This Agreement shall not be altered or amended except by agreement between the Company and the executive of the Union.

1.08 When hiring new employees the Company shall give consideration to applicants who are former employees or who are residents of the immediate vicinity.

1.09 When conducting new employee inductions, the Union will be allowed up to 3 hours for a separate presentation on Union issues.

ARTICLE 2

DEDUCTION OF UNION DUES

2.01 When used herein and in authorizations as signing to the Union an amount equivalent to Union dues, the expression "Union dues" means the amount of "the regular Union dues payable by members of the Union as confirmed from time to time by written notice to the Company from the officers of the Union.

2.02 As a condition of employment, each employee entering the bargaining unit shall be required by the Company to sign an authorization in duplicate assigning to the Union until the employee leaves the bargaining unit an amount equivalent to Union dues, and shall send one copy of the authorization to the Union.

2.03 Deductions of the amounts authorized under 2.02 shall be made by the Company bi-weekly from the earnings of all of the employees in the bargaining unit **who** have authorized such deductions. A cheque for the full amount of money so deducted, payable to the International Secretary-Treasurer of the United Steelworkers of America, shall be remitted bi-weekly by the Company to the Financial Secretary of the Union.

ARTICLE 3 DISCRIMINATION

3.01 No employee shall be discriminated against by the Company or the Union because he is or is not a member of the Union, because of Union activities, or because of exercising any right provided by **law** or by this Agreement.

3.02 The Company and Union agree there shall be no discrimination against any employee in contravention of the Ontario Human Rights Code, Statutes of Ontario, 1981, Chapter 53 or as amended from time to time.

3.03 Anti-Sexual and Anti-Racial Harassment

Practice: The United Steelworkers of America and Algoma Steel Inc. are committed to providing a work environment where the right of employees to be free from harassment or discrimination is maintained and equality of treatment in accordance with the Human Rights Code is assured.

1. Management, the Union and all employees shall maintain a working environment which is free from sexual and/or racial harassment.
2. For the purpose of this clause "Sexual Harassment" includes:
 - i) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
 - ii) implied or expressed promise of reward for complying with a sexually oriented request;
 - iii) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - iv) sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.
3. For the purpose of this clause "Racial Harassment" includes"
 - i) engaging in a course of comment or conduct 'that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by a member of management, a co-worker, or an employee, which disrespects or causes humiliation to the person because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.
4. The parties agree to continue the program to provide a minimum one hour awareness training to the workforce. Management agrees to the posting of the policy.

Investigation and Resolution Procedure

A) Management and the Union will establish a mutually acceptable procedure for investigation and resolution of discriminatory harassment. Each party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations.

B) In addition to the investigative procedure established, the following Appeal procedure is established in the event that an allegation is not satisfactorily resolved:

- i) The employee who claims a personal violation of the Policy may within thirty (30) days of the date he/she is advised of the results of the investigation, appeal the allegation in writing to the two person Appeal Committee as established hereinafter. The Committee will as soon as possible, following receipt of written appeal, meet and review the facts pertaining to the allegation. The Appeal Committee may, at their discretion, seek any additional pertinent information by interviewing the complainant and other employees. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate Management and Union designated representatives.

In the event that the allegation is not resolved in this manner, the Committee will prepare and issue a report of their findings and recommendations.

Such report will be issued in confidence to the designated representatives who shall endeavour to resolve the allegation **with** the Complainant and Management.

In the event the matter continues to be unresolved, management will determine whether an employee has been in violation of the Policy and what appropriate disciplinary action will be taken.

Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against him/her.

- ii) The Appeal Committee will be composed of one person designated by the U.S.W.A. District 6 Director as reference in the Union's Policy document re: Discriminatory Harassment and one person appointed by senior management.

The two persons so appointed will remain the permanent Appeal Committee to investigate and attempt to resolve all appeals.

- iii) The Union or Management may substitute another person as their permanent designated Appeal Committee member but it is intended by both parties that their designated member be appointed on a long term basis where possible.

It is understood and agreed that the procedure established to investigate and resolve harassment complaints does not deny any employee from pursuing his/her complaint through the applicable legislative or grievance procedure and the confidential internal procedure is intended as an alternative process which the individual may elect at his/her option.

It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussions or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

The perpetrator who is found guilty, as a result of a full investigation, may be re-assigned to another location, or time of work, wages, etc. regardless of his/her seniority, Such detriment shall fall upon the perpetrator and not **upon** other bargaining unit employees.

ARTICLE 4 MANAGEMENT

4.01 The management of the plant and the direction of the workforce will be jointly administered to the extent provided for in Section 3 of the General Article of this agreement. Management retains the right to discipline but shall do so in a fair and reasonable manner consistent with the principles and objectives set out in this collective agreement.

4.02 Limits on Manning Reductions

The parties agree that in order to secure the Company's future and that of its employees, Algoma Steel inc. must make productivity improvements and cost reductions. To achieve these improvements and cost reductions the parties agree to work cooperatively to reduce the active workforce by 450 employees through the elimination of positions in all levels of the company, in a fair and equitable manner, over the term of this agreement. Although layoffs may be necessary from time to time, it is expected that the bulk of the contemplated workforce reductions will be achieved through attrition. In order to accomplish these objectives of productivity and cost improvement the parties agree to the following:

The Company remains committed to the joint decision making process and will ensure the DSC's and the JSC are involved in any decisions with respect to the workforce reduction of 450 stated above. Until the earlier of the termination date of the collective agreement or the workforce reduction of 450 in the company, the parties agree, in the event the JSC is unable to reach consensus on the combination, amalgamation, creation, or elimination of tasks, jobs, or lines of sequence or on the layoff of employees as set: out in the general article section 3a (ii) and (iv), management may proceed with the proposed action providing such action does not result in the contracting out of the work, and providing it does not result in an increase in scheduled overtime. The Union **may** file a grievance on any such decision that they believe is in violation of Articles of the Collective Agreement other than the General Article. At the request of the Union Co-Chair of the Joint Steering Committee, the decision of management will not be implemented until the Union has had an opportunity to review such decision with the Company's Board of Directors.

The co-operative effort utilized with respect to this workforce reduction will include assurance that the following criteria have been diligently evaluated and addressed:

- Geography
- Similarity of Functions
- Training
- Employee Availability (time/workload)
- Safety/Health
- Proficiency
- Relevant Legislation
- Productivity
- Customer Impact/Quality
- Asset Integrity
- Physical Capability of incumbents
- Any Other Criteria as Agreed to By The Parties

Documented evidence of such evaluation shall be provided to the Joint Steering Committee prior to implementation.

Department Steering Committees will be responsible for monitoring all new job combinations in their area to ensure the original objectives are being met.

The reduction in the active workforce will be measured against the total **working employees as** at January 1, 2000 as stated on the Joint Steering Committee Manning Report (the "Base"). In the event of any **change** in plant configuration or change in operating levels of production units, the **Base** and the amount of the workforce reduction **will** be adjusted appropriately. The reductions will be phased in as follows:

Maximum of 225 by December 31, 2000.

An additional reduction of 150 to a maximum of 375 by December 31, 2001 which includes any reductions not attained in the prior year.

An additional reduction of 75 to a maximum of 450 positions by July 31, 2002 which includes any reductions not attained in the prior 2 years.

4.03 Protection Re: Sale of Assets

The Company is currently reviewing the feasibility of selling "Trans West" and the "Lime Plant". Should either of these facilities be sold, leased, or otherwise transferred, the existing hourly employees in these facilities will be given first option to fill the positions required to operate the facility.

Such employees will receive the same wages and benefits that were in place when these jobs were performed at Algoma prior to the change in operators and will continue to participate in the Algoma pension plan. These conditions will be incorporated into a collective agreement between the new operator and the USWA. Prior to the closing of

any agreement to sell, lease, or transfer operating assets, the new employer and the Union will enter into a Collective Agreement.

Employees who remain employed in either of these facilities will maintain the amount of corporate seniority that they had in their former local union on the date of transfer of the asset: and will be entitled to exercise their seniority and revert to Algoma Steel in the event they are no longer required in the operation.

The sale, transfer or lease of any other operating asset will be dealt with as described above unless the Company and Union agree otherwise.

ARTICLE 5

HOURS OF EMPLOYMENT AND OVERTIME

For Clericat, also refer to Addendum A

For Bricklayers, also refer to Addendum B

For Welded Beam, also refer to Addendum C

For Old UTU, also refer to Addendum D

5.01.10 Normal hours of work shall be 8 hours per work day and 40 hours per work week. Normal shift starting times shall be 7:00 a.m., 7:30 a.m., 8:00 a.m., 3:00 p.m., 4:00 p.m., 11:00 p.m., or 12:00 midnight.

5.01.20 The work day shall be a period of 24 hours beginning at 12:01 a.m. or the shift starting time closest thereto. For the purposes of Sunday premium pay and statutory holiday premium pay a shift beginning at or after 4:30 p.m. will be considered to be a shift of the following day.

5.01.30 The work week shall be a period of seven work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

5.02.10 Schedules shall indicate for a period of at least one work week the hours of work and the work days of each employee, but no employee shall be assured of any hour or day of work for which he is scheduled when work for such period is not available. Employees shall be scheduled for the week in accordance with their seniority as provided in this Agreement for the work which is available. Such schedule shall designate the two days off for each employee for the purposes of 5.04.20 and 5.06.10(5) whether the employee works on such days or not.

5.02.11 In any case of scheduling, rescheduling or recall, employees will be scheduled for available shifts on the highest jobs in their line of sequence to which their seniority entitled them. However, no provisions of the Collective Agreement dealing with scheduling, rescheduling or recall shall be applied in such a way as to require the Company to schedule in a manner that would result in payment of overtime rates as outlined in Article 5.06.10.

5.02.12 An employee who returns to work after the commencement of a work week, following an absence for which he received Temporary Total Workers' Compensation benefits, shall be entitled to be placed on the job to which his seniority entitles him. If such employee is placed on a lower rated job he shall be paid the difference between the rate of the job on which he works and the rate of the job to which he is entitled by seniority.

5.02.20 In making weekly schedules, except Timken or other rotating days off schedules, the Company shall make every effort to give preference in respect to days off in accordance with seniority.

5.02.30 The Company shall make every effort to schedule employees in such a manner as to:

1. rotate employees on shift schedules from one shift to another in an effort to achieve an equitable distribution of shifts.
2. schedule an employee's two days off consecutively.
3. avoid short changes.

The above order of priorities shall apply unless changed by written agreement between the appropriate superintendent and the appropriate steward.

The order of priorities agreed to by the superintendent and steward shall not be further changed for a period of six months.

15.02.,31 Employees shall be scheduled as provided in this Agreement for the work which is available. The Company and Union recognize there are situations where it may be beneficial to establish special scheduling arrangements of up to twelve hours per shift and forty-eight hours per week. Where such a scheduling arrangement is implemented, it must be approved by the President of Local 2251 and the Manager of Human Resources in the form of a binding Letter of Agreement which will specify the type of schedule to be worked, identify the scheduling areas and employees affected, and the terms of such agreement. All such scheduling arrangements shall specify:

- the hours and shift cycle to be worked including an example of the schedule;
- what hours qualify for shift and Sunday premiums (provided that there is no increase in premiums to be paid);
- how overtime is to be distributed;
- how vacation is to be booked ; and
- how Statutory Holiday provisions shall apply and how weeks in which Statutory Holidays fall are to be scheduled (provided there is no net increase in wages resulting from any such schedule).

Once a special scheduling arrangement has been agreed to, the Company will apply for any necessary approval or permit from the Employment Standards Branch on behalf of the Company and Union.

References to Alternate Shift Schedules will be deemed to be included in Articles 5 and 6, wherever applicable, Specifically Article 5.10.11 shall be deemed amended read as follows:

Employees on 12 hour shift schedules shall under normal circumstances have two periods of 20 minutes each at an appropriate time during working hours for the purpose of eating lunch.

5.02.40 Employees will indicate on Form E.R. 224, their preference for days off, and for vacancies that may occur on preferred, 2 shift and daywork schedules to their department to facilitate the application of Articles 5.02.20, 5.02.50 and 5.02.51(2). Where an employee changes his preference for days off, such preference shall not again be changed for a period of six months.

5.02.41 A preferred schedule exists where a part of the scheduled work week consistently involves a number of day shifts in combination with shifts which rotate to afternoons or nights.

Where such preferred schedules exist they will, for the purpose of Article 5, be made available to employees in accordance with their seniority. Employees will be given preference in moving to such a schedule in the same manner as they are in selecting a two shift or a three shift schedule by completing Form E.R. 224,.

5.02.42 Where the method of scheduling in effect in a department, or part of a department, is to be changed from a preference of days off to a Timken or other rotating days off schedule or vice versa, for reasons other than a change in the level of operations,, the department head and the steward shall agree on such change. The operational requirements and the expressed wishes of the employees shall both be considered in making such a decision. 'To provide stability, the provision to agree on a change from one type of schedule to another shall not be exercised more than once per year.

5.02.43 Where a Timken or other rotating days off schedule exists, Articles 5.02.10, 5.02.30, 5.02.40, 5.02.60, 5.04.10, 5.04.11, 7.06.10 and 14.05 may be deemed to be amended to the extent necessary to conform to the terms of the Timken or other rotating days off scheduling arrangements. 'The steward and the department head will meet and agree on the scheduling considerations to be applied.

5.02.44 For the purposes of this article, an employee shall be deemed to be a dayworker on a day on which he is scheduled on a job which is not normally scheduled outside the period 6:00 a.m. to 6:00 p.m.

- a. Dayworkers and shiftworkers shall be shown separately when scheduling.
- b. Where changes from one schedule to the other are required, employees will be added to and deleted from the applicable schedule.

5.02.50 Employees working on a shift work schedule or who are absent because of illness, accident, vacation or leave of absence shall be given preference on the basis of job seniority in filling a dayworker job which is created, or becomes vacant, for the same job in the same department.

An employee who is scheduled off his regular job for purposes of union business, restructuring, or to perform training, and returns to his normal workplace within ninety (90) days, will be scheduled on the shift and rotation which they left for the next full work week, providing there has been no promotion or demotion that would affect their normal schedule. This 90 day period can be extended for a further 90 day period by agreement of the Union Executive and the Company.

5.02.51 In filling vacancies on a dayworker schedule as outlined in 5.02.50 the following rules shall apply:

1. vacancies arising during a scheduling work week shall be filled by the senior shift worker on day shift for that week.
2. vacancies existing for a scheduled work week shall be offered to the senior employee.
3. an employee who leaves a daywork job because of illness, accident, vacation, or leave of absence will be entitled to a day-work job for that occupation upon his return. When such employee returns to work the employee replacing him during his absence shall revert to the shift work schedule, Where more than one employee is working as a dayworker replacement in the circumstances outlined above. and a reduction in the number of dayworkers occurs, the replacement with the least job seniority will revert to the shift work schedule.
4. when a dayworker leaves a daywork job for the reasons specified in 3 above and is not replaced, there is no decrease in force and when he returns there is no increase in force and a vacancy does not exist.
5. an employee who leaves a daywork job because of a transfer or promotion will be entitled to a daywork job for that occupation upon his return provided he returns within one year of the date of transfer or promotion.
6. when a reduction occurs in the number of dayworkers in a department, the junior employee working as a dayworker on that occupation will be reassigned to a job on a preferred shift, two shift or three shift schedule in accordance with his seniority.

5.02.52 Where Timken or other rotating days off schedules and other schedules exist in the same department for the same occupation, employees shall be given preference in filling vacancies arising on either schedule in accordance with job seniority, Where a preferred shift, 'three shift and a two shift schedule exist in the same department for the same occupation employees shall be given preference in filling vacancies arising on either schedule in accordance with job seniority. Where there are no vacancies but there are employees on each type of schedule who wish to change schedules, such moves will be made in accordance with job seniority.

5.02.53 A dayworker who wishes to revert to a preferred shift, two shift or three shift schedule will be allowed to do so by giving reasonable notice prior to the schedule being posted. A Day-worker who moves to a shift schedule at his request will not be allowed to change schedules again at his own request for a period of six months. Only requests to move to a bona fide shift schedule will be considered.

A dayworker who has a legitimate reason for not working one or more of his scheduled dayworker shifts and has been granted permission to work another shift(s) in lieu must first attempt to trade his daywork shift(s) with a shiftworker.

In such a case he will not be considered to have reverted to shift work. In the event the Company reverts a dayworker to shift work for a specified period who is not the junior dayworker but has special knowledge or expertise (e.g. Construction Safety Switcher), such day-worker will not be considered to have reverted to shift work.

5.02.54 An employee, who has applied for a day worker job in accordance with Articles 5.02.50 and 5.02.51 but is denied such job because he lacks the qualifications necessary to do the job, will have the right to displace the most junior dayworker provided the senior employee has obtained the necessary qualifications. This provision must be exercised within thirty days of the senior employee becoming qualified.

5.02.60 Short changes shall not be made except in cases where necessary to conform to the provisions of this Agreement. If a short change is made by the Company which is not necessary to conform to the other provisions of this Agreement, overtime rates will be paid in respect of the hours in excess of eight in the twenty-four hour period which the employee is thereby required to work. Necessary short changes shall, insofar as is practical, be assigned to the junior of the employees concerned except where such assignment would conflict with any other scheduling arrangements agreed to.

5.03.10 Schedules for a work week shall be posted in the department affected by Thursday noon of the preceding week wherever practical, but in any event not later than Friday noon of the preceding week. A copy of the schedule shall be given to the steward or committeeman on request or mailed at the time such schedule is posted to a place in the plant designated by the steward. Errors, if any, will be corrected as soon as possible whether the foreman who made the schedule is on shift or not.

5.03.20 If a schedule changes an employee's hours of work or work days from the previous schedule and is posted after the employee has worked his last scheduled shift of the week the Company shall notify the employee of the schedule change in accordance with 12.02 on the day such schedule is posted unless the employee is scheduled to work on a day prior to the day on which such change takes effect.

5.03.21 If, while an employee is on vacation a Timken or other rotating days off schedule is changed so as to change the first day or shift for which such employee is scheduled to work following his vacation, the Company shall notify the employee of the change in accordance with Article 12.02, except that an alternate telephone number will be called if previously requested in writing by the employee.

5.04.10 If, during a work week, a change in the current schedule is necessary, the Company shall reschedule employees from one shift to another in accordance with job or department seniority, whichever is applicable, unless it is impractical to do so or it is known that the employee or employees concerned will not be off work for a period extending beyond the end of the current work week.

5.04.11 Notwithstanding Article 5.04.10, in the event that shifts are added to a schedule during the work week to replace cancelled shifts, employees from the cancelled shifts may be assigned directly to work the added shifts without further scheduling.

5.04.20 When an employee works on one of his scheduled days off or works overtime on a scheduled day, he shall not be required by the Company to take another scheduled day off during the work week if work is available.

5.05.10 The parties agree that overtime must be kept to a minimum, but will cooperate in meeting situations where it is necessary. The Company shall provide the Union with monthly reports of over-time worked by department, and the parties shall meet either quarterly or as required to discuss and agree on methods of reducing overtime.

5.05.11 Employees will not work overtime or a combination of regular hours plus overtime hours in a manner that results in the employee working:

- a) in excess of 16 total hours in any 24 hour period
- b) in excess of 24 total hours in any 48 hour period
- c) no nights to days doubles

In extreme, unusual or emergency situations where it is necessary to exceed the above guidelines, it will be the D.S.C.'s responsibility to report each incident to the J.S.C. through the divisional co-chairs. All overtime hours for each department will be recorded by payroll listing each employee's hours and will be available to each D.S.C. for discussion on a monthly basis.

5.05.20 Overtime rates shall be one and one-half times the standard hourly wage rate.

5.05.30 There shall be no doubling up or pyramiding of overtime rates. Any hour or hours of work paid for at overtime rates shall not again be counted as hours worked for the calculation of overtime pay, except that this shall not apply for the purposes of 5.06.10(4), when:

1. a dayworker is paid overtime rates for a shift change in accordance with 5.11 .10 or,
2. an employee is paid overtime rates for a short change in accordance with 5.02.60 or,
3. an employee's regular posted schedule requires that he work the last shift of one week and the first shift of the following week resulting in payment of overtime rates under 5.06.10(1).

5.05.40 Notwithstanding anything contained in this Agreement, overtime rates shall be paid only for overtime periods worked which exceed ten minutes.

Supervision in a department will not make a continuing practice of working employees 10 minutes beyond their normal quitting time.

5.06.10 Overtime rates shall be paid to an employee for hours worked:

1. in excess of 8 hours per shift,
2. in excess of 8 hours in any 16 hour period,
3. in excess of 8 continuous hours,
4. in excess of 40 hours in a work week, or
5. on his days off as designated on his most recent schedule posted under Article 5.02.10, 5.04.10 or 5.04.11.

5.06.11 If an employee is not scheduled to work on a statutory holiday on which he would normally be scheduled to work, that employee shall for the purposes of 5.06.10(4) be deemed to have worked on such day.

5.06.12 For the purpose of 5.06.11 an employee will be deemed to have normally worked on a day if:

1. he is not on a Timken or other rotating days off schedule, and he has worked on that day in three of his last four weeks worked, or
2. he is on a Timken or other rotating days off schedule which schedules him to work on such day.

5.07.10 The Company shall make every effort consistent with Articles 5.07.20 and 5.07.30 to obtain employees for overtime work. An employee may agree to work overtime or the Company may require an employee to work overtime in cases of work urgently required to be done to machinery or plant, or which is necessary to avoid serious interference with the ordinary working of the plant. Where the Company requires an employee(s) to remain beyond the end of their regular shift the most junior qualified employee available will be compelled to work the overtime.

5.07.20 When it is necessary to retain employees for an indefinite period beyond their normal shift quitting time for a specific job, the work shall be first offered to the employees who were doing that job during the shift.

5.07.30 Overtime work shall as far as possible be equitably distributed among the employees concerned. A report showing overtime hours recorded for each employee, on the approved form, shall be posted weekly and a copy given to the steward.

Where time does not permit the utilization of the equitable distribution list, supervision may call upon those employees already at work to work the necessary overtime.

5.07.31 For the purposes of Article 5.07.30 above, the following provisions will apply:

- i) the overtime hours record for each group will be adjusted on January 1st of each year by subtracting the number of overtime hours charged to the employee with the fewest hours from the hours of all employees in the same group;
- ii) employees will be charged all overtime hours worked or refused and overtime for which the employee would be eligible, but could not be offered because the employee could not be contacted;
- iii) employees who are new to the group will be credited with the average number of overtime hours charged to the group at the time any such employees enter the group;
- iv) employees who are absent from the group for any reason for more than one (1) week will be charged the average number of overtime hours charged to the group during the absence.

5.07.32 Article 5.07.31 above notwithstanding, the department head and the steward may agree in writing, for a given calendar year to amend the provisions of 5.07.31(ii), (iii) and (iv). Such amendment shall remain in effect from year to year unless either party gives notice to the other that it wishes to abandon or change the amendment for the forthcoming calendar year.

5.07.33 When an employee is at work and draws to the attention of the foreman that he is lower in overtime by 8 or more hours than another employee who has been assigned to work an overtime shift and the foreman fails to assign the overtime to the proper employee, the proper employee will be paid for such hours if requested through Employee Relations.

The foregoing will not apply where there is a bona fide reason for using the employee who is higher in overtime hours,

5.08 If an employee reports for work on a scheduled shift and as a result of a lack of work is sent home before working four hours he shall be entitled to receive a minimum guarantee of four hours pay at the regular hourly rate for the job for which he was scheduled unless:

1. he was previously notified in accordance with **12.02** that he would not be required, or
2. the lack of work results from an incident which occurred not more than one hour before the employee was scheduled to begin work, or one and a half hours before the employee was scheduled to begin work where employees are allowed to punch out one half hour before shift quitting time, or
3. he refuses to perform reasonably similar work when requested to do so.

5.09.10 An employee who is called out for a job on a regular shift and who works on such shift, shall be paid from the beginning of that shift provided he is called during the first two hours of Such shift and reports for work within a reasonable time of being called out. t-tours which the employee called out is required to work after the end of the scheduled shift shall be paid for at overtime rates.

5.09.20 A Dayworker who is called out to work and who works more than two hours before his scheduled shift starting time shall be paid overtime rates for all hours worked during such shift.

5.09.30 Except as provided in Articles 5.09.10 and 5.09.20 an employee who is called out to work and reports on the job during hours for which he is not scheduled and then leaves the plant, shall be paid a minimum of four hours pay provided he reports within a reasonable time of being called. If such employee works more than two hours and forty minutes for which he is not scheduled, he shall be paid at overtime rates for all such hours worked.

5.10.10 The Company shall pay to any employee required to work in excess of ten hours in a shift an over-time meal allowance of \$6.25. This amount shall be added to the employee's regular cheque.

5.10.11 Employees shall under normal circumstances have a period of twenty minutes at an appropriate time during working hours for the purpose of eating lunch. A further allowance of twenty minutes shall be granted at an appropriate time for each overtime meal allowance given in accordance with Article 5.10.10.

5.10.20 The Company shall, if necessary, provide transportation within the urban service area of the City of Sault Ste. Marie for an employee who is required to work overtime and leaves the plant at a time when no regular transportation is available.

5.11.10 If an employee is scheduled as a Day worker, and after it is posted the employee's schedule is changed so that his starting time is changed by more than two hours, he shall be paid overtime rates for the first shift worked on the new schedule. This provision shall not apply if the change is made before the end of the day shift on Friday of the week such schedule is posted and the employee is notified of the change before the end of the Friday day shift or if the change is made to provide work opportunity under Articles 5.04.10 or 7.10.

ARTICLE 6

STATUTORY HOLIDAYS

For Clerical, also refer to Addendum A

For Welded Beam, also refer to Addendum C

For old UTU, also refer to Addendum D

6.01 Statutory holiday means the work day on which New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day is celebrated.

46.02.10 Operations shall be reduced as much as possible on the days on which Canada Day, Labour Day and Christmas Day are celebrated, keeping in mind a return to normal operations after such day in the least possible time.

6.02.20 Employees required to work on statutory holidays are under obligation to report for work and work just as on any other work day.

6.02.30 Work performed on a, statutory holiday as designated in Article 6.01 on jobs on which the Company curtails the normal work force, shall be performed by the most senior employees normally scheduled to work on such jobs on their own particular 2 shift, 3 shift, Preferred shift, or Day-worker schedule, or labour jobs directly associated with such schedules.

Where employees so scheduled request permission to be off such permission will be granted provided other employees are available to be scheduled from the group of employees normally scheduled on that schedule on that day on the jobs on which work has been curtailed, except that the Company may schedule employees from other shifts, in accordance with job or department seniority (whichever is applicable) who have volunteered to work on the Statutory Holiday.

If there are insufficient volunteers, employees normally scheduled on such jobs on the shifts required, will be scheduled in reverse order of job or 'department seniority, whichever is applicable.

6.03.10 Statutory Holiday pay means average straight time hourly earnings for eight hours based on the employee's earnings for the pay period in which the statutory holiday falls.

6.03.20 Every employee shall be paid statutory holiday pay in respect of a statutory holiday unless:

1. he has been employed for less than three months since his last date of hire, or
2. he is required to work on the statutory holiday and fails to do so or,
4. he is on layoff or leave of absence on the statutory holiday, or
5. he is in receipt of Income Security, Workers' Compensation Total Temporary Benefits, Continuance of Earnings, Weekly Indemnity, LTD or any other such

payment made to the individual by the Company (except vacation pay) for the week in which the statutory holiday falls.

6.04.10 In addition to any statutory holiday pay to which he may be entitled under this article an employee who works on a statutory holiday other than Canada Day, Labour Day, or Christmas Day shall be paid overtime rates for all hours worked, provided that he shall be paid double the standard hourly wage rate for any such hours worked which also qualify for overtime rates under Article 5.06.10.

6.04.20 In addition to any statutory holiday pay to which he may be entitled under this article an employee who works Canada Day, Labour Day, or Christmas Day, shall be paid double time for all hours worked, provided that he shall be paid two and one half times the standard hourly wage rate for any of such hours worked which also qualify for overtime rates under 5.06.10.

ARTICLE 7 SENIORITY

**For Clerical, also refer to Addendum A
For old UTU, also refer to Addendum D**

The parties agree that it is in the best interests of employees in an employee owned entity to ensure, to the greatest degree possible, that security and opportunity of and for employment be commensurate with length of service with the Company. The parties further agree that ongoing efforts on a joint committee basis will be utilized to eliminate or amend any provision of this Article 7 that in any way inhibits the application of the employee's plant wide seniority.

The Company and the Union have agreed upon and identified a number of "light duty jobs" for the purpose of assisting in the accommodation of injured workers, and providing meaningful and suitable work for injured workers. However, subject to the provisions of the Human Rights Code, for the purpose of layoff from the plant, such jobs will be considered pool jobs which may be accessed by the seniority provisions of this Collective Agreement. For clarity, as a last resort to layoff from the plant, an individual employee's seniority (as per the Principles of Seniority) may be exercised for such jobs. Accommodated workers who may be displaced from designated light duty jobs by the application of seniority in this way, will continue to have full access to the worker re-entry and accommodation process.

7.00

PRINCIPLES OF SENIORITY

7.00.10

Definitions

1. Unit List Date: For employees hired prior to January 1, 1995, the former bargaining unit date on the bargaining unit lists of the employees in the locals listed below effective January 1, 1995. These lists will not be added to.

Local 2251
Local 5595
Local 4509
Local 5048.
Local 3933
Local 2288
Local 917
Local 29
Sault Marine Services

An employee's Unit List Seniority is his position on the Unit List relative to other employees on that same unit list.

2. Corporate Seniority Date: Employees' unit list date in their previous local immediately prior to the amalgamation of all locals (January 1, 1995) or their date of hire for those employees hired after January 1, 1995.

An employee's Corporate Seniority is his position on the Corporate List relative to other employees on that same list.

3. Bargaining Unit Line: A line drawn below the last established employee as of January 1, 1996 on all entry jobs in each of the former units.
4. Corporate Line: A line drawn below the last established employee as of January 1, 1995, on all entry jobs.
5. Scheduling Rules: The scheduling provisions in a department or area or as agreed to by the Department Steering Committee.
6. Entry Jobs: As agreed to by the Seniority Committee, bottom jobs in a line of sequence, or single jobs not in a line of sequence will be considered an entry job. Vacancies on entry jobs will be posted plant-wide.

7.00.20

Rules:

1. New Hires: New employees hired into the bargaining unit will become established in the bargaining unit (and will acquire 2251 corporate seniority), but not in any department or job unless they have been accepted on a permanent job posting. In the interim they will be assigned to available work by Human Resources.
2. All postings for entry jobs will be filled by qualified applicants from the former unit first, then from other qualified applicants in order of corporate seniority.

3. Employees who become established on an entry job within their former bargaining unit, will have their names added to the entry job list below the bargaining unit line and above the corporate line in Unit List Seniority order.
4. Employees who become established on an entry job outside of their former bargaining unit or new employees hired after January 1, 1995, will have their names added below the corporate line in Corporate Seniority order.
5. Promotion and regression from entry level jobs will be based on the criteria set out in items 3 and 4 above.
6. Once an employee becomes established on the job above the entry job, he will then be shown below the last established employee and promote according to job seniority. (Once an employee becomes established in a group, he/she will then be shown below the last established employee in the group and will promote according to group seniority) (Clerical).
7. Once an employee transfers out of his old unit and becomes established on a job outside of his old unit, his name will not be removed from the unit list but he will forfeit any job or department seniority in his old unit.
8. Employees will work under the scheduling agreements in the department they transfer to. Employees will schedule their vacation in the following order:
 - a) above the corporate line by Unit List Seniority, then
 - b) below the corporate line by corporate seniority

7.01

Application

7.01.10 A line of sequence is a series of jobs in a department by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the Company and the Union. The Company may after discussion with the Union Seniority Committee temporarily institute a new line of sequence for newly created jobs or may temporarily slot a new job into an existing line of sequence until a proposal is made and agreement has been reached.

7.01.20 An employee's job seniority is his position on a job or jobs in a line of sequence relative to other employees on the same job or jobs except for entry level jobs as per Article 7.00. For example, an employee will have less job seniority on a job in a line of sequence on which he is established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.

7.01.21 An assigned maintenance occupation is an occupation which is covered by a master seniority list pursuant to 7.05.30. An assigned maintenance employee is an employee who is established on a job in an assigned maintenance occupation in accordance with Article 7.02.10(4) and his name shall appear on the master seniority list or intermingling list, whichever is applicable, for that occupation in accordance with Article 7.01.20.

7.01.22 Assigned maintenance sub-departments are as shown on the most recent line of sequence charts for the Mechanical Maintenance and Electrical Maintenance Departments respectively.

7.01.30 Pool jobs are jobs which the parties have agreed can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations and are not in a line of sequence. Changes in or additions to pool jobs must be agreed upon by the Company and the Union Seniority Committee.

7.01.40 An employee's department seniority is based on his effective date of establishment in the department in accordance with 7.02.10(2) relative to other employees in the same department.

7.01.41 An established employee who applies on a job posting and is accepted and, before he becomes established, is assigned out on work opportunity will, for the purposes, of regression, assignment and recall be considered as established in the new department.

7.02

Establishment

For the purposes of this clause, all employees hired prior to January 1, 1995 are considered established in the bargaining unit.

7.02.10 Subject to 7.02.20, 7.02.30, and 7.02.31, an employee shall become established:

1. for employees hired subsequent to January 1, 1995, in the bargaining unit effective his last date of hire, after he has worked 520 hours within any period of 120 consecutive **days**;
2. in a department, effective his last date of transfer to such department, after he has worked in such department 400 hours within any period of 120 consecutive days provided that no employee shall become established in a department until he is established in the bargaining unit;
3. as of the day he begins work on a job in any line of sequence after he has worked on such job at least 160 hours within any period of 37 consecutive days exclusive of the days such employee was on vacation provided that no employee shall become established on a job in a line of sequence until he is established in the bargaining unit and in the department of which the line of sequence forms a part, and further provided that if an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment unless he is the employee who has preference for the promotion under Article 7.06.
4. as of the day he begins work on an assigned maintenance occupation after he has worked on such job at least 160 hours within any period of 37 consecutive days, exclusive of the days such employee was on vacation, provided that no employee

shall become established on an assigned maintenance occupation until he is established in the bargaining unit and in the Mechanical Maintenance or Electrical Maintenance Department, whichever one is applicable.

7.02.11 If an employee is promoted to a job in a line of sequence other than the job next above the job in which he is established, he shall nevertheless for the purposes of this article be deemed ,to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day he becomes established on the job to which he is promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who were unable to accept the promotion in question due to lack of the required qualifications.

7.02.12 Notwithstanding 7.0211 and 7.06.10, if because of a physical disability an employee is unable to perform the job in a line of sequence next above the job on which he is established, the Company and Union may agree to permit such employee to advance to the next higher job above the intervening job on the basis of his, seniority on the job below the intervening job, but the employee shall not be deemed to become established on the intervening job.

7.02.13 When an employee becomes established on a trade job in accordance with 7.02.10(3) he shall be deemed to be established on the appropriate helper job or jobs for that trade, where applicable, as of the same date unless he was previously established on such helper job.

7.02.14 When an employee has worked as an apprentice at least 160 hours within any period of 37 consecutive days and has become established in the plant and department in accordance with 7.02.10(1) and (2), he shall be deemed to have become established on the appropriate helper job or jobs for that trade, where applicable, as of the date of commencement of such 160 hours unless he was previously established on such helper job.

7.02.15 An assigned maintenance employee accepted on a job posting in accordance with Article 7.07 shall, as of the date he becomes established in the sub-department in accordance with 7.02.10(2), have his name placed on that sub-department seniority list. His position relative to others on that list shall be in accordance with his master list seniority or intermingling list seniority, whichever is applicable. His name will be removed from the seniority list of the sub-department from which he has transferred at the same time.

7.02.20 An employee shall no longer be established:

1. in the bargaining unit, if his employment is terminated under 7.03.10 since he was last established in the bargaining unit;
2. in a department. if his employment is terminated under 7.03.10 or if he becomes established in another department since he was last established in the department first mentioned;

3. on a job in a line of sequence if he has been demoted, if his employment is terminated under 7.03.10, if he has relinquished his seniority rights in accordance with 'Article 7.06.21, or if he has become established on a job in another line of sequence since he was last established on a job in the line of sequence first mentioned,

7.02.30 An employee assigned to fill a job vacancy in an assigned maintenance occupation, which is in another department, shall not become established in such department or job and his, department and job seniority in 'the department and job in which he is established shall not be affected.

7.02.31 An employee assigned to a department or a job in a line of sequence pursuant to 7.10.51 or 7.10.52 shall not become established in such department or job unless he is a successful applicant on a posting to such job.

7.02.32 An employee temporarily transferred to a department or a job in a line of sequence pursuant to 7.09.20 shall not become established in such department or job, and his department and job seniority in the department and job from which transferred shall not be affected by a temporary transfer.

7.02.40 The purpose of the establishment period is to allow the Company to decide whether it wishes to retain an employee in the plant, the department, or the job concerned. When an employee who is established in the Plant is accepted on a job posting and it is the decision of the Company not to retain the employee in the department or job concerned and the employee disagrees with this decision, the Company will justify its position to the employee and to the Union in writing.

7.03

Loss of Seniority

7.03. 10 An employee's employment shall be considered terminated and his seniority and vacation service permanently cancelled when:

1. he quits his employment. or
2. he is discharged for cause. or
3. he overstays a leave of absence without reasonable cause, or
4. he is absent from work for ten consecutive scheduled working days without reasonable excuse, or
5. he does not return to work within ten days of the delivery of notice of recall to his last address in the Company records pursuant to 7.11.30, provided that the ten day period may be extended by a leave of absence from
Personnel Services if he applies in writing for such leave of absence within 5 days of the delivery of notice of recall, or
6. he is laid off for a period in excess of twelve calendar months if he has less than two years seniority at the time of layoff, or

7. he is laid off for a period in excess of twenty-four calendar months if he has less than three years seniority at the time of layoff, or
8. he is, retired under the terms of the pension agreement.

7.03.20 Notwithstanding anything contained in this Agreement an employee with three or more years seniority shall not have vacation service cancelled, nor shall his seniority be broken, as a result of layoff, subject to reporting for work as provided in 7.03.10(5).

7.04

Departments

For the purposes of this Agreement, the plant shall be deemed to be divided into the following departments:

- Algoma Ore Division
- Cokemaking
- Cold Rolled Strip
- Construction
- Direct Strip Production Complex
- Electrical Maintenance
- Human Resources
- Environmental Control
- Field Forces
- Ironmaking
- Masonry
- Mechanical Maintenance
- Medical
- Plate and Strip
- Quality Control
- Roll
- Shops
- #1 Steelmaking
- #2 Steelmaking
- Steelmaking Services
- Stores
- Structural
- Tubular Business Unit (refer to Addendum E for Departments)
- Transportation (Material Handling)
- Unfinished Parts (Quality Blanks International)
- Utilities
- Welded Beam

The foregoing list of departments may be amended as necessary by agreement of the Company and Union Seniority Committees.

7.05

Seniority Lists

7.0510, On February 1 of each year the Company shall post in each department a list showing employees in the following order; first the Unit List Seniority Date order, then the Corporate Seniority Date order, and will include the vacation service date and pension credits as of January 1st of each employee in such department. A copy of the list will be sent to the appropriate Local 2251 Department Steering Committee Co-Chair and two copies of each list shall be sent to the Union.

7.05.11 Errors or omissions in a list posted in accordance with 7.05.10 shall be corrected on application of the Union or the employees concerned, provided:

1. such error or omission relates to the period subsequent to the date of the previous list, and
2. the error or omission is brought to the attention of the Company Chair of the Joint Company/Union Seniority Committee within 21 days of the employee's first reasonable opportunity to see the list.

Nothing contained herein will prohibit the Joint Company/Union Seniority Committee from correcting administrative errors or omissions by agreement.

7.05.20 On or before April 1 of each year, the Company shall prepare and post in each department a seniority list showing as of January 1, the job seniority of each employee on each job in each line of sequence in the department. A copy of the list will be sent to the appropriate Local 2251 Department Steering Committee Co-Chair and one copy of each list shall be sent to the Union prior to the posting.

7.05.30 On or before April 1 of each year, the Company shall prepare and post in each sub-department, a master seniority list for each assigned maintenance occupation listed below and sub-department seniority lists for that particular sub-department as defined in 7.01.22. Copies of such lists will be sent to the Union prior to posting.

On or before April 1 of each year the company will post a job seniority list for each group of apprentices to a trade or craft occupation in each department. Apprentices will be listed according to their most recent date of entry into the apprenticeship training program. The apprentice job seniority list will be used for the purpose of layoff and recall to the apprenticeship training program. When an employee completes his apprenticeship training program his name shall be removed from the apprentice job seniority list and added to the trade job list according to Article 11.03.12.

Assigned Maintenance Occupations:

Mechanic J.C. 21
Mechanic Leader J.C. 23
Mechanic Senior Leader JC 25
Electrical Maintenance Technician **J.C. 24**

Electrical Maintenance Technician Leader JC 26
Electrical Maintenance Technician Sr. Leader JC 28

7.05.31 When an employee becomes established on a job in an assigned maintenance occupation, his name shall be placed on the bottom of the intermingling list for that occupation. An employee's name shall be removed from the master seniority list or intermingling list for the applicable occupation when he is demoted, when his employment is- terminated under 7.03.10, or when he becomes established on a job not covered by such master seniority list or intermingling list.

7.05.40 If no written protest is received at the Union office concerning a seniority list posted in accordance with 7.05.20 or 7.05.30 within 21 days of the day it was posted it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or layoff within twenty one days of the return to work of that employee. The Union shall within twenty-one days notify the Company of any protests received which it considers legitimate.

7.05.41 If a written protest is received and forwarded to the Company within the time limits set out in 7.05.40, the protests shall be resolved by the Company and Union Seniority Committee within thirty days, If the list is revised as a result of the protest the revised list will again be subject to the procedure set out in 7.05.40 but only protests relative to the revisions will be processed and the period of posting after which the list becomes final shall be seven days.

7.05.42 Each job seniority list, intermingling list and master seniority list shall be signed by the Chairmen of the Seniority Committee within twenty-one days of the day it became final. Three copies of each list will be sent to the Union.

7.05.43 If any protest received by the Company under 7.05.41 cannot be resolved, the list shall become final unless the Union within fourteen days of the Company's decision refers the grievance to Step 2 of the grievance procedure, and the previous signed list shall remain in effect until the grievance is resolved and the new list signed in accordance with 7.05.42.

7.05.44 Notwithstanding anything contained here in, once a seniority list has been signed in accordance with 7.05.42, the only protests which will be considered against the next posted list shall be protests relative to deletions, by- passes, promotions, and additions, occurring since the date of the previous list.

7.05.50 When an existing job is changed or a new job is established and the job seniority lists for existing jobs and employees are affected the Company and the Union seniority committees will develop a new seniority list which will include the names of all employees who were established on such jobs, taking into consideration the following:

Corporate Seniority
Unit List Seniority

Department Seniority
Job Seniority
Sign Offs
Job Duties of Such Jobs
Trade Dates
Group Seniority (Clerical)
Incumbent Seniority (Where applicable)

The committees may consider other relevant factors in developing the combined seniority list.

A temporary seniority list for scheduling purposes for the affected employees will be formed using the above criteria. This temporary seniority list will be in effect for up to ninety days. If agreement on a seniority list is not reached within ninety days as mentioned above, the Union may refer the matter to referees, one named by each party, who will attempt to resolve any outstanding issues. Agreement by the referees will be binding on both parties. If agreement is not reached the Union may file a grievance of a General Nature.

7.06

Promotions

7.06.10 In promoting an employee to fill a **vacancy** in a job in a line of sequence (except entry level jobs), preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence unless the employees concerned do not have the qualifications and the evident ability to do the job.

7.06.11 If an employee is absent due to illness, accident, leave of absence or vacation when an opportunity for promotion occurs in his line of sequence, he shall upon returning to work be given an opportunity to qualify for the job on the basis of Article 7.06.10. This shall not apply in the case of an employee absent more than nine months on a leave of absence under Article 8.04.

7.06.12 In filling a vacancy in the lowest job in any branch line of sequence , except entry level jobs, the Company will post for at least 5 days in each section of the department of which the line of sequence is a part, a notice of such vacancy or vacancies describing the job available, the number of employees to be selected. the qualifications, if any, required, and the date and hour by which written applications for the job must be received by the superintendent of the department. Selection of an employee from among the applicants will be made in accordance with Article 7.06.10.

7.06.20 An employee may refuse a promotion and on doing so he shall sign form E.R. 112 or, if he refuses, the employee promoted and the departmental steward shall sign the form. Upon completion of form E.R. 112 the employee refusing promotion shall lose his promotional rights to the job he refuses and all higher jobs in the same line of sequence in favour of any employee accepting promotion to such job while his sign-off is in effect. An employee who has signed form E.R. 112 may again be considered for

promotion when he indicates to supervision, in the approved form, that he wishes to be considered for any promotion arising after the date of such notice. A copy of such form shall be sent to the Union and the employee concerned.

7.06.2.1 An employee who is established on a job in a line of sequence must, upon request, exercise his rights to that job in accordance with his job seniority or he shall be required to sign seniority waiver form, E.R.133, relinquishing his seniority rights to that job and all higher jobs and relinquishing his future promotional rights to such job until he indicates to supervision, in the approved form, E.R. 115, that he wishes to be considered for promotion. If the employee refuses to sign form E.R. 133, the employee promoted and the steward shall sign the form. This shall not apply if the employee is not working in the department.

A worker who is prevented from promoting because of medical restrictions, supported by valid and current medical documentation, shall not be forced to sign off or be forced to promote.

7.06.22 An employee who has signed off a job in accordance with Article 7.06 shall not retain job seniority on any jobs lower in the line of sequence than the job to which he signed off if such job or jobs are subsequently inserted in the line of sequence above the job to which he signed off.

7.06.23 Notwithstanding Article 7.06, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations. Where it is necessary to compel an employee to promote, the junior qualified employee available shall be promoted.

7.06.24 If as the result of sign-offs pursuant to Articles 7.06.20 and 7.06.21 the efficiency of an operation is impaired, the Company and Union may agree to temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.

7.06.25 When selecting an employee for an Instructor position (as defined in the C.W.S. Manual) in a department, the Department Steering Committee will develop the criteria and make the selection based on the senior qualified employee who has indicated an interest,

7.07

Job Posting

7.07.10 All job vacancies will be posted in all departments and on the PROFS Bulletin Board for a period of 10 days in accordance with Article 7.00.

7.07.11 Employees will list the jobs that they are applying for in order of their preference. Employees will be contacted by Personnel Services and offered the job

highest on their preference list to which their seniority entitles them under the provisions of Article 7.00.

7.07.12 If employees refuse to accept the position which they are contacted for, accept and move to the position, or accept the position but are held back from moving, they will not again be allowed to apply on a future job posting for a period of three months from the date of closure of the current job posting. This shall not prevent clerical employees from applying for promotions within their 'old unit' or prevent employees from applying on apprenticeships that become available.

7.07.13 If employees accept the position, they will be deemed to have moved to the position. No junior employee will gain a seniority right over a senior employee in accordance with the Principles of Seniority if the senior employee is held back from moving to a job that he has successfully applied for.

7.07.14 Where an employee applies for and is accepted on a job in accordance with the provisions of Articles 7.00, 7.06.12 or 7.07.11, then leaves that job prior to becoming established in accordance with Article 7.02.10 that employee shall not be considered on any future postings that occur within 12 months of that employee leaving the job.

7.07.15 If employees are held back from moving to new positions for a period longer than 30 days from the date of the closure of the posting, once they do move and *become* established on the new position, they will be paid any loss of earnings between the rate of the job(s) worked on and the rate of the job(s) to which seniority would have entitled them had they moved. This payment will be made retroactively to 30 days from the closure of the posting.

7.07.30 If an employee is absent due to illness, accident, leave of absence or vacation when notice of a job vacancy is posted under Article 7.07.10, he shall forfeit any claim he might have to that job unless he is placed on the job or within 7 days of his return to work he applies in writing for such job.

7.08

Demotion and Regression

7.08.10 Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do his job.

7.08.11 The Company shall not unreasonably demote an employee for inability to do the job and the foreman shall discuss any such case with the steward before making the demotion. If the Union believes that the demotion is unjust, it may within twenty-one (21) days of the demotion refer the matter to Step 2 of the grievance procedure.

7.08.20 Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.

7.08.21 An employee shall regress from a job in reverse order of his job seniority. An employee shall regress from below line one but above entry level in accordance with Article 7.10.41. An employee shall regress from an entry level job in accordance with Article 7.10.42. An employee shall be assigned immediately from one job to another in the department within the shift in accordance with his job or department seniority whichever is applicable.

The Company shall not be required to assign employees to pool jobs outside the section of a department in which they normally work, for periods of less than a full shift.

7.08.2,2 Except as provided in Article 7.10.30 an employee working on pool jobs shall be displaced from a department in accordance with his department seniority.

7.09

Transfers

7.09.10 Vacancies in an assigned maintenance sub-department will be filled according to the following provisions:

- 1) All vacancies will be filled through job postings which will be posted in all departments and on the PROFS Bulletin Board for a period of 10 days. Employees will list the jobs that they are applying for in order of their preference. Employees will be contacted by Personnel Services and offered the job highest on their preference list to which their seniority entitles them in accordance with Article 7.09.10(2).
- 2) In accordance with Master list seniority, then Intermingling list seniority the most senior employee applying to that particular sub-department will be the successful applicant.
- 3) The Company will not be required to make the move requested if by such move the efficiency of the operations will be impaired until such time as the necessary replacement is trained.
- 4) These provisions will only apply to permanent vacancies in the sub-departments outlined in Article 7.01.22. They will not apply to a temporary vacancy unless it is known in advance it will last more than ten weeks, provided however, that if the vacancy occurs during the months of June to September inclusive, the posting may be postponed until October unless it is known with certainty that it is a permanent vacancy.

7.09.20 An employee may only be temporarily transferred from one department to another, or from one line of sequence to another within a department, under the following conditions:

- I. where there are no established employees available, on or off roll, to work on a job, and the job has been posted and not yet filled; or

2. where the work is of a temporary nature and the Company and Union Seniority Committees have agreed to waive the posting provisions of Article 7.07 and fill the job by means of a temporary transfer.

The transfer shall be authorized by a completed temporary transfer form, copies of which shall be sent to the Union and the steward(s) concerned.

Seniority shall be one of the factors considered in the selection of an employee for a temporary transfer.

7.09.21 The temporary transfer shall not be effective for a period of more than ninety days but may be renewed for one further period of not more than ninety days.

7.09.22 During the period in which an employee is temporarily transferred to a job, he shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which he would have been assigned had he not been transferred, whichever is greater.

7.09.23 Where an employee being laid off has the seniority and evident ability to hold a job being performed by a junior employee on a temporary transfer and so advises the Company he will be temporarily transferred to the job.

7.10

Layoff and Reduction in Force

7.10.10 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence or departments as a result of a reduction in force. This Article 7.10 need not be applied in case of temporary fluctuations in operations of less than one week.

7.10.11 In this Agreement layoff means layoff from the plant.

7.10.20 Employees shall be laid off in the following groups as is necessary to create job vacancies unless it is evident that the job vacancies so created cannot be filled by senior employees to be assigned in accordance with Article 7.10.51.

Group 1 Employees in the department affected who are not established in the bargaining unit.

Group 2 Other employees who are not established in the plant. Subsequent groups shall be composed of those employees hired in the quarterly periods January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31, commencing with the group most recently hired and progressing by quarters in reverse order. Employees with two years or more of corporate seniority shall not be subject to layoff to create vacancies for senior employees unless they are working on pool jobs. On designated jobs in a line of sequence (i.e. jobs in a line of sequence which are below line one) however, employees who have

established job seniority on such jobs may exercise Unit List Seniority over other employees working on such jobs prior to being displaced from their line of sequence.

7.10.21 For the purpose of Article 7.10.20 all employees in a new department shall be deemed to have two years of seniority until two years after the date on which such department begins production.

7.10.30 In any department, employees within a group being laid off to create job vacancies for senior employees to be assigned shall be laid off in reverse order of their Corporate Seniority then their Unit List Seniority according to Article 7.00.

7.10.40 In a reduction in force employees shall be displaced from jobs in a line of sequence above the entry level job on the basis of job seniority.

7.10.41 Notwithstanding Article 7.10.40, in a reduction in force employees on a job prior to January 1, 1996 shall be displaced from jobs in a line of sequence below line 1 on which they have become established in accordance with their job seniority, except that they may 'exercise their Unit List Seniority over employees with less seniority in that unit before being displaced from the line of sequence.

7.10.42 In a reduction in force employees on a job after January 1, 1996 shall be displaced from entry level jobs in a line of sequence on which they have become established in reverse order of their Corporate Seniority below the Corporate Line, then in reverse order of their Unit List Seniority below the Bargaining Unit Line.

7.10.50 At any time during a reduction in force "senior" employees means employees with Unit List Seniority Dates then Corporate Seniority Dates prior to the quarter yearly group currently being laid off in accordance with Article 7.1 0.20.

7.10.51 Subject to Article 7.10.52, senior employees displaced from their jobs will be assigned to job vacancies created pursuant to Article 7.10.20 in accordance with the following rules.

1. Senior employees with the greatest department seniority shall be assigned to job vacancies in their department by their Unit List Seniority and Corporate Seniority whichever is applicable.
2. Senior employees not assigned to job vacancies under Rule (1) will be assigned to job vacancies elsewhere in the plant.
3. Assignment of senior employees to job vacancies in their own department shall be completed as soon as possible and in any event within 24 hours.
4. Assignment of senior employees to job vacancies outside their own department shall be completed as soon as possible and in any event within three calendar days exclusive of Saturdays, Sundays and Statutory Holidays.
5. Except as provided in Rule (1), there shall be no job preference in assignment of senior employees to job vacancies, and employees assigned for work opportunity to

another department shall not have preference for promotion to jobs in a line of sequence ahead of any employee who was a successful applicant on a job posting to the department.

6. No senior employee shall be assigned to a job vacancy if it is evident that he cannot fill that job vacancy.
7. When a senior employee wishes to displace an employee with less than 2 years seniority in accordance with Article 7.10.20 and that junior employee is working on a job above line 2, the senior employee or his department steward will, at the time of layoff, inform the Employment Office of his ability to perform the job in question without the necessity of training him for more than 1 week.

7.10.52 In a reduction in force, assigned maintenance employees in a sub-department shall be displaced from their jobs in reverse order of job seniority. Assigned maintenance employees displaced from their jobs will be assigned to other jobs in accordance with the following rules.

1. **An** assigned maintenance employee displaced from his job shall replace the assigned maintenance employee in the same assigned maintenance occupation who is still working on a job in that occupation and who stands lowest on the master seniority list or intermingling list for such occupation, whichever is applicable.
2. Senior assigned maintenance employees not placed on jobs under Rule(I) will be assigned to job vacancies in accordance with Article 7.10.51.
3. Assignment of assigned maintenance employees in their own sub-department pursuant to Rule (1) shall be completed as soon as possible and in any event within twenty-four hours.
4. Assignment of assigned maintenance employees outside their own sub-department pursuant to rule (1) or (2) shall be completed as soon as possible and in any event within three calendar days exclusive of Saturdays, Sundays and Statutory Holidays.
5. Except as otherwise specifically provided there shall be no job preference in assignment of assigned maintenance employees for work opportunity.
6. No assigned maintenance employee shall be placed on a job in an assigned maintenance occupation unless his name appears or is eligible to be shown on the master seniority list or intermingling list for such occupation, whichever is applicable.

7.11

Recall and Increase in Force

7.11.10 The purpose of the recall procedure is to recall employees to jobs in lines of sequence, or single jobs not in a line of sequence, in order of job seniority, to recall employees to entry level jobs in reverse order of Article 7.10.41 or Article 7.10. 42, whichever is applicable. 2nd to recall employees to the plant in order of Unit List Seniority then Corporate Seniority. This Article 7.11 need not be applies in case of temporary fluctuations in operations of less than one week.

Where vacant shifts appear on a posted schedule, such shifts shall be filled by recalling qualified employees who are laid off and available **for such work with minimal** training prior to scheduling other employees on overtime to fill such shifts.

7.11.20 Employees shall be recalled to jobs during an increase in force in accordance with the following rules:

1. when a vacancy occurs on a job in a line of sequence, or single jobs not in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to it provided he has two or more years of seniority. A vacancy in a job in an assigned maintenance occupation shall be filled by recalling the senior employee for such job who is not working on the job. by master seniority list or intermingling list:, whichever is applicable.
2. when a vacancy occurs on a job which is not filled under rule 1, the employee with the earliest Unit List Seniority Date or Corporate Seniority Date, whichever is applicable, who is laid off will be recalled to it unless it is evident that he cannot fill the job vacancy. The job will subsequently be posted in accordance with Article 7.07.
3. when all employees with two or more years of seniority have been recalled, two years' seniority shall not be a factor in the application of Rule (1).

7.11.21 For the purposes of Article 7.11.20, Rule (I), all employees in a new department shall be deemed to have two years of seniority until two years after the date on which such department begins production.

7.11.30 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 12, provided that an employee shall, if necessary, be notified of such recall by a registered letter mailed to his last address in the Company records.

7.11.40 If, during a layoff, all employees displaced from a line of sequence have been recalled to that line of sequence and a permanent increase in force in that line of sequence is necessary, the new jobs will be posted.

7.12

Reversion Rights

7.12.10 An employee established in the bargaining unit promoted or transferred to a job not in any bargaining unit prior to August 1, 1972 or after April 30, 1992 or to a job in another bargaining unit between January 1, 1995 and November 30, 1996 and who is later removed from such position but still in the employ of the Company shall be reassigned with his original plant and department seniority dates and the job seniority he held at the time of promotion or transfer.

7.12.11 An employee established in the bargaining unit promoted or transferred to a job not in any bargaining unit between August 1, 1972 and April 30, 1992 and removed from such position but still in the employ of the Company, shall be reassigned to the bargaining unit with his original plant date.

7.12.12 Employees permanently promoted or transferred to a job in another bargaining unit and reverting to this bargaining unit will do so in accordance with the following:

- a) An employee established in this bargaining unit permanently promoted: or transferred to a position(s) outside of this bargaining unit subsequent to November 30, 1996 and who is later removed from such position(s), but still in the employ of the company, shall be reassigned to this bargaining unit with a forward adjustment to his Local 2.251 Corporate Seniority Date (as defined in the Principles of Seniority) equal to the time the employee spent out of this bargaining unit during such promotion or transfer. The employee will not retain any job seniority or department seniority.
- b) Notwithstanding item a above, an employee established in this bargaining unit permanently promoted or transferred to a position(s) outside of this bargaining unit subsequent to November 30, 1996 who reverts to this bargaining unit within 3 months of promotion or transfer to such position(s) shall be reassigned to this bargaining unit with his original **Local** 2251 Corporate and department seniority dates and the job seniority that he held at the time of such promotion or transfer.

7.12.13 The **Company** shall notify the Union of all persons so promoted or transferred.

7.13

New Departments

If **new** departments are established, the Company **and the Union shall discuss the** selection of employees for such departments. Seniority shall be one of the factors in selecting such employees.

ARTICLE 8

LEAVE OF ABSENCE

8.01 A leave of absence is permission granted by the Company to an employee to be absent from his job without pay for a specified period not to exceed six months. The Company reserves the right to refuse to grant a leave of absence.

8.02 An employee may apply for a leave of absence by completing the approved form at the Employment Office. When approved and signed by the Supervisor - Employment and the department superintendent a copy of the signed form will be returned to the employee.

8.03 Copies of approved leave of absence forms shall be sent to the Union.

8.04 Notwithstanding Article 8.01, the Company shall on receipt of proper application from the Local Union President or Vice President grant leave of absence to a maximum of eight employees to enable them to accept elected or appointed positions with the United Steelworkers of America, provided that such leaves of absence shall **expire** ten days after the date the employee concerned **ceases** to hold such elected or

appointed position. Such employee shall be reassigned with his original plant and department seniority dates and the job seniority he held when his **leave of absence** commenced.

8.05 Leave of absence for the transaction of Union Business shall be given to delegated members of the Union in the plant if proper application is made by the Union and approved by the Manager - Employee Relations. Requests for such leaves shall be submitted as far in advance as possible, An employee on such leave shall, upon his return to work be entitled to exercise his seniority for any daywork, preferred shift or two shift vacancies which became available while he was on such leave of absence. He shall forfeit any such entitlement unless he indicates his desire to exercise his seniority within seven days of his return to work.

8.06 **Employees** qualifying under the provisions of the Employment Standards Act shall, upon request, be granted a maternity leave of absence for a period not to exceed six months, Maternity **leave** may be initiated by the Company when in the opinion of the Company Medical Director the duties of the employee's job cannot reasonably be performed by a pregnant woman or her work **is materially** affected by her pregnancy. in such cases the Company Medical Director will consult with, and consider information provided by, the employee's physician.

ARTICLE 9

JUSTICE AND DIGNITY

9,,01 .10 When it is the intention of the Company to meet with an employee to discuss any matter relating to discipline, or which may lead to discipline, the employee **will be** informed that he is entitled to be accompanied by the steward or committeeman available on shift.

Supervision shall meet with the employee and, where requested, the steward or committeeman on shift, prior to issuing discipline.

9.01.20 When it is the Company's intention to discharge an employee for the accumulation of 100 demerit points, the Company will first convene a meeting between Human Resources and the Union. Except in cases where the **final** incident ,that results in the accumulation of 100 demerit points under the Employees' Conduct Rules is an offence involving:

- significant theft, or
- sabotage, or
- a concerted or individual refusal to work, or
- art incident that creates a situation where continued employment would threaten the safety of the disciplined employee, or other employees, or the plant, or
- alcohol and drug abuse.

the employee shall continue working provided his performance is satisfactory, as entitled by his seniority, until a grievance, which may have been filed protesting the intention of the Company to discharge the employee, has been finally resolved through the Grievance Procedure. Notwithstanding the provisions for an employee's return to work, an employee will not be allowed to return to work if he would present a danger to the safety of employees or equipment in the plant. The meeting will be convened as soon as possible and will constitute the Step II meeting of the Grievance Procedure in the event a grievance is filed. Such grievance must be filed within twenty-four hours of the meeting on discharge.

9.02 When an employee is disciplined the disciplinary action shall be taken within 21 days of the Company's first reasonable opportunity to have knowledge of the circumstances giving rise to the discipline. The employee shall sign the notice of discipline for the sole purpose of acknowledging receipt. This signature does not in any way imply guilt or the employee's agreement that the discipline is warranted. If the employee refuses to sign the acknowledgment the foreman shall record the issuance of discipline on the appropriate form. The department steward shall be informed of the reason for such discipline and the penalty assessed. Where available information indicates the issuance of discipline may be warranted and the potential recipient is not available, the Supervisor of Industrial Relations, or his representative and the Chairman, or any member of the Grievance Committee may agree to extend the 21 day time period. If the penalty is not considered warranted, the matter may be referred to the grievance procedure.

9.03 In dealing with grievances arising out of Article 9.01 or Article 9.02, an arbitrator may uphold, remove, or modify any discharge or other penalty imposed by the Company.

ARTICLE 10

SAFETY AND HEALTH

For **Clerical, also refer to Addendum A**

10.01 The Company and Union, realizing the benefits to be derived from a safe, healthy place of employment, agree that they and all employees, members of the grievance committee and supervisors at all levels will cooperate to the fullest extent to promote fire prevention, safe work practices, healthy conditions and the enforcement of safety and environment rules.

10.02 The Company and Union shall establish a Joint Health and Safety Committee consisting of employees selected by the Union in accordance with the Occupational Health and Safety Act 1978, and an equal number of management representatives selected by the Company. This committee shall ensure that safety meetings are held at various levels to conform to the requirements of the Occupational Health and Safety Act 1978.

10.03 Algoma's Joint Health, Safety and Environment Manual for the Joint Health, Safety and Environment Committee contains the procedures and practices to be followed' in implementing the provisions of the Occupational Health and Safety Act 1978/1990. The provisions of this manual will be considered as representing the commitments of the parties. Sections of the manual requiring Company and Union agreement may be amended from time to time by the agreement of the Joint Health, Safety and Environment Committee Members representing the Company and the Union.

10.04 When required, Union and Company shall meet for the purpose of agreeing on the use of compulsory safety devices, and where agreement is reached shall work together to see that all employees follow the rules for the use of such devices.

10.05 The Company shall furnish protective equipment and safety devices in accordance with present practices subject to such improvements or changes as may from time to time be agreed to.

10.06 The Company shall provide adequate welfare facilities and lockers for employees and such facilities shall be no less than the minimum standard required in Algoma's Health, Safety and Environment Manual and the Occupational Health and Safety Act 1978/1990.

10.07 The Company shall maintain adequate medical services, including ambulance service, for the treatment of employees during working hours.

10.08 If an employee is injured on the job and unable to continue working, he shall be paid for all hours that he or she would have worked according to his/her regular straight time schedule or hours worked on such shift whichever is greater.

10.09 Any employee listed on the department seniority, plant seniority, vacation and pension credit list posted February 1 each year as per Article 7.05.10, shall have a credit of \$60.00 which will be applied to any purchase of work boots or work gloves that the employee makes between January 1 and December 31 next. An employee may not however, make such purchases while laid off or on a leave of absence, Any unused portion of the \$60.00 will be carried forward to the next February 1st except that the amount carried forward plus the \$60.00 annual allotment may not total more than \$4 20.00.

10.10 The Policies and Procedures Manual for the Joint Alcohol and Drug Addiction Committee is incorporated into this Agreement as Appendix "D" and its provisions shall apply as if set forth in full herein.

ARTICLE 11 APPRENTICES

The Apprenticeship Agreement dated December 28, 1999 is incorporated into this Agreement as Appendix "E" and its provisions shall apply as if set forth in full herein.

ARTICLE 12

NOTICES

For Clerical, also refer to Addendum A

12.01 The Union shall have the use of a reasonable number of bulletin boards in each department for the posting of notices relating to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to the prior approval of the Company and **such** approval shall not be unreasonably withheld.

12.02 Except as otherwise provided when under any of the provisions of this Agreement the Company is required to notify an employee, the employee shall be deemed to have been notified if he is told personally or is called by telephone at the most recent local telephone number shown in the records of the Company at the Company's Employment Office, and

1. the message is given to the employee, or
2. the employee is not available and the message is given to a person accepting the call who consents to give the employee the message, or
3. two calls are made at least one-half hour apart and no answer is received or the person answering the calls does not consent to give the employee the message.

ARTICLE 13

GRIEVANCE. PROCEDURE

13.01 The Union shall form a Grievance Committee, which may include an International Staff representative of the United Steelworkers of America, to represent the Union in processing grievances, and shall give the Company written notice of the members of the Committee and any changes therein.

13.02 If a matter arises which an employee wishes to take up with the Company, it shall first be discussed by the employee with his foreman or other appropriate management representative. The employee shall have the right to be accompanied by his steward or committeeman.

13.03 If the matter is not resolved to the satisfaction of the employee as a result of such discussion, the employee or his representative may within twenty one days after the occurrence of the fact or event which gave rise to the matter in dispute, deliver a written statement of his complaint to the department head or, in his absence, to a designated representative on the approved form stating the name of the foreman with whom the employee discussed his complaint. If the complaint concerns the meaning or application of this agreement, it shall be considered a grievance and shall be settled in accordance with the following procedure provided that the employee has complied with Article 13.02. The Union shall forward a copy of the written statement of his complaint to the Supervisor of Industrial Relations at the time it is reduced to writing.

13.04 Step 1

13.04.10 Ely the end of the tenth calendar day after the department head or his representative receives a grievance, a meeting to discuss the grievance shall be held by the department head or his representative, the foreman, the employee and his steward or committeeman. The department head and the steward will attempt to agree to the scheduling of such meeting at a mutually satisfactory time.

13.04.20 Ely the end of the seventh calendar day after the meeting referred to in 13.04.10 the department head shall give the steward or committeeman an answer on the approved form, and if the grievance is denied, a statement of the reasons for such denial. A copy of any Step I answer will be forwarded to the Union.

13.05 Step 2

13.05.10 The grievance shall not be carried further unless by the end of the 21st calendar day after receiving the answer of the department head under Step 1 the Union delivers to the Supervisor of Industrial Relations written notice of referral to Step 2. Such notice shall specify the clause or clauses in the Agreement which it is believed the Company has violated, and shall state the reason or reasons the answer at Step 1 is unsatisfactory. (For example, the notice shall state whether or in what manner the Company's interpretation of a clause or understanding of the facts is disputed.)

13.05.20 By the end of the 30th calendar day after receiving the notice of referral under 13.05.10, a meeting to discuss the grievance shall be held by the Supervisor of Industrial Relations or his representative and the Grievance Committee.

13.05.30 By the end of the seventh calendar day after the meeting referred to in 13.05.20 the Supervisor of Industrial Relations or his representative shall give the employee or his representative an answer in writing.

13.06 Step 3

13.06.10 The grievance shall not be carried further unless by the end of the twenty-first calendar day after receiving the answer of the Supervisor of Industrial Relations or his representative the Grievance Committee delivers to the Company written notice referring the grievance to arbitration.

13.06.20 The following list of six arbitrators will be selected on a rotation basis in alphabetical order to hear grievances referred to Arbitration:

Peter Barton
Gail Brent
Jane Devlin
Ian Hunter
Paula Knopf
Mort Mitchnick

13.06.21 Grievances will be assigned to arbitrators in the normal rotation in order of the date on which they are referred to arbitration. In the event of more than one referral on the same date the order shall be decided on the basis of the lower or earlier grievance number being considered as referred first.

13.06.22 In any case where an arbitrator is unable to provide hearing dates within **60** days of the date the grievance was referred to arbitration, the parties may by mutual agreement extend the 60 day period or either party may elect to refer the case to the next arbitrator on the list. In such cases the arbitrator not used will be by-passed and will be used again on the next normal rotation.

13.06.23 Hearings will be held alternately on Company and Union premises or at other locations by mutual agreement,

13.06.24 'The Union will notify the Supervisor of Industrial Relations as far in advance as possible of the names of bargaining unit employees required to attend arbitration hearings as witnesses.

13.06.30 The Arbitrator shall not alter, modify or amend any part of this Agreement, or make any decision inconsistent with its provisions.

13.06.40 Subject to 13.06.30, the decision of the Arbitrator shall be binding on the Company, the Union and the employees. Any recompense **may** be made retroactive to the date on which the written grievance was received by the superintendent and for up to 21 additional days if the employee could not reasonably have known of the fact or event giving rise to the grievance prior to the date he first discussed it with his foreman or other appropriate management representative.

13.06.50 The expenses of the Arbitrator shall be borne equally by the Company and the Union.

13.07 General Nature Grievances

13.07.10 A question of a general nature between the Company and the Union as to the meaning or application of the provisions of this Agreement may be treated by the Union as a grievance and submitted in writing (signed on behalf of the Union by an executive officer of the Union) at Step 2 of the grievance procedure within 21 days after the occurrence of the fact or event upon which such question is based.

13.07.11 Any grievance filed by the Company claiming that the Union has violated the provisions of this agreement may be filed as a grievance of a General Nature at Step 2 of the grievance procedure within 2 days after the occurrence of the fact or event upon which such grievance is based and processed in accordance with Articles 13.05 and 13.06.

13.07.20 Any difference between the Company and an employee as to whether the employee is medically fit to perform his job, may be submitted by the employee at Step 2

of the grievance procedure within 21 days after the employee is informed of the decision of the Company in the matter.

13.07.30 Any allegation that an employee has been discharged without just cause may be treated as a grievance of a General Nature which may be filed at Step 2 of the grievance procedure within 21 days of the discharge.

13.08 Time limits referred to in this article will be increased by one (1) day in respect of any statutory holiday as defined in Article 6.01, **that** falls within the applicable time limit.

Time limits set out in this article may be extended by agreement between the Company and the Union.

13.09 A written grievance to be processed to the next: step **shall state** the **reasons** why the previous reply was unsatisfactory.

If the Company or the Union fail to reply to a grievance within the time limits prescribed, or any extension thereof, the party failing to reply shall be deemed to have conceded the grievance. The foregoing shall not prejudice the parties in any future grievances of a similar nature, providing notification in writing is given the other party within a period of thirty (30) days from the time the grievance was deemed to be conceded.

The parties agree to give each other ten calendar **days** written notice prior to claiming a breach of time limits, as provided for in the second paragraph of Article 13.09.

13.10 It is the intent of the parties to ensure that all employees' complaints are dealt with in a reasonable and expeditious fashion and all meetings will be held at a mutually agreeable time within the time limits provided.

ARTICLE '14

VACATIONS WITH PAY

For Clerical, also refer to Addendum A

For Welded Beam, also refer to Addendum C

For old UTU, also refer to Addendum D

14.01

Vacation Service Years

14.01.10 Corporate Service date is defined as the date on which continuous service (excluding layoffs, etc.) commenced.

All employees will receive one (1) vacation service year for each year of service subsequent to December 31, 1994 except that an employee who requests and is granted a leave of absence for the following reasons will receive one (1) service year less that proportion which weeks on **leave** of absence during the **year** bears to 52 weeks (to the nearest hundredth).

leave for personal reasons other than a parental or maternity leave.

- a) leave to accept an elected or appointed position with the United Steelworker of America
- b) **leave** to accept an elected or appointed position with any level of government or an agency thereof.

14.01.40 On being rehired by the Company a person whose employment has previously been terminated and vacation service years cancelled in accordance with 7.03.10(6) or (7) shall on becoming established be granted the vacation service years he had at the time of such termination.

14.02

Regular Vacation

14.02.10 An employee with less than one vacation service year calculated to January '1 shall receive 1 day of vacation for each complete .08 of a vacation service year acquired by him during the previous calendar year up to a maximum of 10 days with vacation pay of 4 per cent of the total wages paid to such employee during the previous calendar year.

14.02.20 An employee with one or more vacation service years but less than five vacation service years calculated to January 1 shall receive two weeks of vacation with vacation pay of 4 per cent of the total wages paid to such employee during the previous calendar year.

14.02.30 An employee with five or more vacation service years but less than nine vacation service years calculated to January 1 shall receive three weeks of vacation with vacation pay of 6 per cent of the total wages paid to such employee during the previous calendar year.

14.02.40 An employee with nine or more vacation service years but less than fifteen vacation service years calculated to January 1 shall receive four weeks of vacation with vacation pay of 8 per cent of the total wages paid to such employee during the previous calendar year.

14.02.50 An employee with fifteen or more vacation service years but less than Twenty vacation service years calculated to January 1 shall receive five weeks of vacation with vacation pay of 10 per cent of the total wages paid to such employee during the previous calendar year.

14.02.60 An employee with twenty or more vacation service years but less than twenty-five vacation service years calculated to January 1 shall receive six weeks of vacation with vacation pay of 12 percent of the total wages paid to such employee during the previous calendar year.

14.02.70 An employee with twenty-five or more vacation service years calculated to January 1 shall receive seven weeks of vacation with vacation pay of '14 per cent of the total wages paid to such employee during the previous calendar year.

14.03

Vacation Bonus

In calculating vacation pay for employees entitled to a regular vacation in accordance with Article 14.02 a vacation bonus equivalent to 20 percent of the regular vacation pay shall be paid in addition to the regular vacation pay except as provided in Article 14.07. Vacation bonus shall be paid by separate cheque on a common date selected by the Company prior to May 15 each year.

14.04

Calculation of Earnings

14.04.10 Subject to 14.04.20 and 14.04.30, for the purposes of this article an employee's total wages for a calendar year means the amount reported by the Company to the Income Tax Branch of the Department of National Revenue as the earnings of such employee for such year less, any amount paid to him as a vacation bonus in accordance with Article 14.03. Total wages shall not include any taxable allowances considered as earnings for taxation purposes.

14.04.20 If during a calendar year an employee with one or more vacation service years who has worked at least 150 hours but less than 2080 hours during the year is absent from work for a period due to illness, accident or disability of a non-occupational nature for which benefits are payable (or would be payable if the employee were eligible) under the Welfare Plan currently in effect, that employee's total wages for such calendar year shall, for the purpose of this article, be deemed to include the estimated amount he would have earned during such period (projected from his actual earnings for the time worked during the calendar year) up to the following maximums.

1. If the employee has 1 or more vacation service years, but less than 3 vacation service years, up to 175 hours of such period.
2. If the employee has 3 or more vacation service years, but less than 5 vacation service years, up to 350 hours of such period.
3. If the employee has 5 or more vacation service years, but less than 25 vacation service years, up to 520 hours of such period.
4. If the employee has 25 or more vacation service years, up to 1040 hours of such period.

14.04.30 If during a calendar year an employee with 1 or more vacation service years who has worked at least 40 hours but less than 2080 hours during the **year** is absent from work for a period due to occupational injury or disease incurred in the course of his employment with the Company and for which he is paid Temporary 'Total Workers' Compensation Benefits, that employee's total wages for such calendar year shall, for the purpose of this article, be deemed to include the estimated amount he

would have earned during such period (projected from his actual earnings for the time worked during the calendar year) up to a maximum of 1040 hours of such period.

14.05

Scheduling Vacations;

14.05.10 On or after December 1st of each year employees will be called upon to indicate preference for vacation time for the following year in the department in which they are established or to which they have moved having been accepted on a job posting. Employees who do not indicate preference in vacation time when called upon to do so shall be scheduled by the Company after all other employees have indicated their preference. The operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with bargaining unit seniority where vacation periods requested conflict. The vacation schedules for the department shall be posted on or before February 1st of each year, but shall be subject to changes made necessary by operational problems or personal requests.

14.05.20 All employees shall be entitled to schedule two weeks of their vacation entitlement, as outlined in Article 14.02, in the prime time period which shall include the period beginning the second week beginning in May through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas Day falls.

114.08.21 When called upon to schedule their vacation employees shall either:

1. schedule all weeks of vacation to which they are entitled, with not more than two weeks in the period beginning the second week beginning in **May** through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas **Day** falls; or
2. schedule only two weeks on the first opportunity and schedule the remainder after all other employees have had the opportunity to schedule, provided that not more than four weeks in total are scheduled in the period beginning the second week beginning in May through to the third week beginning in October (inclusive), March School Break Week and the week in which Christmas Day falls.

14.05.22 Vacation weeks which become vacant after all employees have scheduled their vacation will be posted for five days. For the purposes of this Article a week of vacation is considered to be vacated when the employee becomes established in another department in accordance with Article 7.09 or when the employee permanently promotes or transfers to an occupation not in the bargaining unit or when the employment of an employee who had vacation scheduled in such week is terminated under the provisions of Article 7.03.10. The successful applicant for each vacant week posted will be selected according to the following rules.

1. A vacated week in non prime time periods will go to the most senior man applying. An employee will not, however, be allowed to give up a prime time week for a non prime time week.

2. The most senior applicant who has not had the opportunity to schedule as many prime time weeks of vacation as the employee next above him will be entitled to a vacated prime time week, regardless of the original method of scheduling selected under 14.05.21.
3. A week left vacant as a result of a move under (1) or (2) will not be posted.

14.05.23 When a plant shut down of **one or** more complete weeks is declared by the Company, the week or weeks of shutdown will be considered to be vacated vacation weeks for the purposes of Article 14.05.22. Subject to operational requirements, employees will be permitted to reschedule unused vacation, previously scheduled before or after the shut down period, to the week or weeks of the shutdown. Vacation weeks left vacant: as a result of being rescheduled to a shut down period will not be posted.

14.05.24 For the purpose of Articles 14.05.21 and 14.05.22, "the period beginning the second week beginning in May through to the third week beginning in October (inclusive)" shall be defined as follows:

1999 -- May 9 through October 23 inclusive
2000 - **May** 7 through October 22 inclusive
2001 -- **May** 6 through October 21 inclusive
2002 - May 5 through October 20 inclusive
2003 - May 4 through October 19 inclusive

14.06 The Company and the Union agree on the principle that eligible employees must take vacations,

14.07

Pay in Lieu of Vacation

14.07.10 An employee whose employment is terminated in accordance with Article 7.03.10. shall, as soon as possible after such termination, be paid the amount due to him in lieu of vacation calculated in accordance with this Article 14 to the date of termination.

Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall not include vacation bonus.

14.07.20 An employee being laid off may, at the time of layoff, request that his vacation pay be included on his payoff. Where such a request is made he will be entitled to receive his outstanding vacation pay based on his previous vacation year's earnings on his, next cheque.

ARTICLE 15

15.01

Wages

For Clerical, also refer to Addendum A

15.01.10 The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated August 1, 1984, (hereinafter referred to as "The C.W.S. Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.

15.01.20 The Administration Manual of The Algoma Performance Bonus Plan as amended August 1, 1975 is incorporated into this Agreement as Appendix "B" and its provisions shall apply as if set forth in full herein.

15.02 Each job shall be described and classified and a rate of pay applied to each job in accordance with the provisions of this Agreement.

15.03

Standard Hourly Wage Scale

15.03.10 Effective August 1, 1999 for all employees the following standard hourly wage scale will be in effect for all jobs classified under "The C.W.S. Manual" which constitutes Appendix "A" of this Agreement and will remain in effect until July 31, 2002.

Job Class	Rate per Hour	Job Class	Rate per Hour
1	17.030	17	20.582
2	17.252	18	20.804
3	17.474	19	21.026
4	17.696	20	21.248
5	17.918	21	21.470
6	18.140	22	21.692
7	18.362	23	21.914
8	18.584	24	22.136
9	18.806	25	22.358
10	19.028	26	22.580
11	19.250	27	22.802
12	19.472	28	23.024
13	19.694	29	23.246
14	19.916	30	23.468
15	20.138	31	23.690
16	20.360	32	23.912

15.03.20 Effective on the dates specified in Article 15.03.10, all employees shall have their rates of pay adjusted as follows.

- a. If the employee is not receiving an out-of-line differential prior to the dates specified in Article 15.03.10, the rate of pay of such employee shall be adjusted to conform to the standard hourly rates for that employee's job. as provided in Article 15.03.10.

b. If the employee is receiving an out-of-line differential prior to the dates specified in Article 15.03.10, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased as provided in Article 15.03.10, and the following shall govern.

1. If the employee's new rate resulting from such increases is greater than the standard hourly rate for the job as provided in Article 15.03.10, the amount by which such employee's new rate is greater than the rates provided in Article 15.03.10, shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
2. If the employee's new rate resulting from such increases is equal to or less than the standard hourly rate for the job, as provided in Article 15.03.10, the rate of pay of such employee shall be adjusted to conform to the standard hourly rates for the job as provided in Article 15.03.10, and the former out-of-line differential shall be terminated.

15.03.30 As of each date the new standard hourly wage scale becomes effective the standard hourly wage scale rate for each job class therein shall become the standard hourly wage rate for all jobs classified within such job class, and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this Agreement.

15.03.40 Each standard hourly wage rate established under Article 15.03.10 shall be:

- a. the established rate of pay for all straight-time hours of work;
- b. the established minimum rate of pay for purposes of the minimum guarantee under any incentive plan for any job;
- c. the established hourly base rate of pay and minimum guarantee for any new or revised incentive applied to the job.

15.04

Cost of Living

15.04.10 Following the release of the Consumer Price Index for July 1999 by Statistics Canada based on the 1981 equals 100 index, the Company shall compare such index with the Consumer Price Index for April 1999.

15.04.20 Effective with the first pay period following the release of the Consumer Price Index for July 1999, and on a similar basis quarterly thereafter, a cost of living allowance will be paid on the basis of one cent for each .125 increase for the comparison periods listed below:

**FOLLOWING THE
RELEASE OF BASED ON THE
THE INDEX FOR COMPARISON OF**

July 1999	July 1999 with Apr. 1999
Oct. 1999	Oct. 1999 with July 1999
Jan. 2000	Jan. 2000 with Oct. 1999
Apr. 2000	Apr. 2000 with Jan. 2000
July 2000	July 2000 with Apr. 2000
Oct. 2000	Oct. 2000 with July 2000
Jan. 2001	Jan. 2001 with Oct. 2000
Apr. 2001	Apr. 2001 with Jan. 2001
July 2001	July 2001 with Apr. 2001
Oct. 2001	Oct. 2001 with July 2001
Jan. 2002	Jan. 2002 with Oct. 2001
Apr. 2002	Apr. 2002 with Jan. 2002

15.04.30 Such allowance will be paid for straight time hours worked only, and will not be paid for overtime hours, premium hours or used as a basis for calculation of overtime or incentive payment.

15.04.40 Should the Consumer Price Index in its present form based on the formula 1981 equals 100 become unavailable, the parties shall attempt to adjust this article or, if agreement is not reached, request (Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date **and** thereafter.

15.04.50 'The cost of living allowance referred to in Article 15.04.20 will be reduced on the same basis as the increases provided for herein if the Consumer Price Indices on the review date specified herein are below the indices used for comparison purposes.

15.04.60 Effective August 1, 2000, the total amount of the cost of living allowance in effect at July 31, 2000 will be added to the Standard Hourly **Rates**.

15.04.70 Effective August 1, 2001, the total amount of the cost of living allowance in effect at July 31, 2001 will be added to the Standard Hourly Rates.

Premiums

15.05.10 The Company shall pay employees. except those working on the day shift, a shift premium on the following basis.

1. For scheduled hours worked by employees on the afternoon shift (3 p.m. to 1 'l p.m. or 4 p.m. to 12 midnight) a shift premium of 15 cents per hour.
2. For scheduled hours worked by employees on the night shift (11 p.m. to 7 a.m. or 12 midnight to 8 a.m.) or on any scheduled shift beginning at or after 4:30 p.m., a shift premium of 25 cents per hour.

15.05.20 The Company shall pay employees a Sunday premium of 35 cents per hour for all hours worked during the twenty-four hour period beginning 12:01 a.m. Sunday or the shift starting time closest thereto.

15.06 Shift premiums and Sunday premiums shall not form a part of the hourly rate for the purpose of calculating overtime or incentive pay, nor shall they provide a basis for changing or rearranging schedules.

Production and Maintenance Jobs

15.07 Except as otherwise provided herein, the established rate of pay for **each** production or maintenance job, other than a trade or craft, apprentice job or learner job, shall apply to any employee during such time as the employee is required to perform such job.

Trade or Craft Jobs

15.08 Except as otherwise provided herein, the established rate of pay for a trade or craft or apprentice job shall apply to an employee during such time as the employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

15.09

Learner Rates

15.09.10 **A.** schedule of Learner rates, for the respective training periods of 520 hours of actual learning experience with the Company on jobs requiring a Learner schedule as set forth in Appendix "C" is established at the level of the standard hourly **wage** scale rates for the respective job classes determined on the basis of the required employment training and experience time specified in factor 2 of the job classification record of the respective job for which the Learner period is preparatory as follows:

- 1 Seven to twelve months:
 - a. one Learner period classification at a level two job classes below the job class of the job.
2. Thirteen to eighteen months:
 - a. a first Learner period classification at a level four job classes below the job class of the job; and
 - b. a second Learner period classification at a level two job classes below the job class of the job.
3. Nineteen months and above:
 - a. it is the intention of the parties that employees acceding to jobs in this category shall have spent a minimum of one year as a helper to the job or on other related jobs. Any employee with less than one year's required experience shall have his Learner period extended by remaining in the third **Learner** period classification for an additional period equal to the time he lacks; and
 - b. a first Learner period classification at a level six job classes below the job class of the job; and
 - c. a second Learner period classification at a level four job classes below the job class of the job; and

d. a third Learner period classification at a level two job classes below the job class of the job.

15.09.20 Employee's time spent on a job requiring a Learner schedule shall be cumulative. Periods of less than 8 hours shall not be counted toward completion of a Learner schedule. Periods of less than 8 hours shall be paid for at the standard hourly rate of the job.

15.09.30 Any employee who has qualified for a job through a Learner schedule shall not be required to repeat the Learner schedule.

15.09.40 The appropriate Learner rate level to which to assign any employee acceding to a job requiring a Learner schedule shall be determined by crediting the employee with:

1. learner time previously accumulated on that job; and
2. an assessment of the time worked for the Company on the job under consideration and any job which provided related training opportunity for the job under consideration.

15.09.50 The established Learner rate of pay for each Learner period classification shall apply to an employee in accordance with the Learner training periods as defined in 15.09.10. However, an employee whose rate of pay prior to the assignment to a job having a Learner schedule is higher than the minimum rate of the Learner job to which he has acceded shall maintain his rate but not higher than the standard hourly rate of the job being learned, until such time as the rate for the applicable L-earner period classification is equal to or exceeds his present rate.

15.09.60 The list of Learner jobs which is Appendix "C" of this Agreement may be added to or deleted from by mutual agreement of the Company and the Union.

15.10

Out-of-Line Differentials

15.10.10 As of the date of this Agreement and annually thereafter, the Company shall furnish to the Union a list of present employees who are to be paid out-of-line differentials and such list shall contain the following.

1. Name of employee to whom such out-of-line differential is being paid.
2. Job title of job on which out-of-line differential is being paid.
3. Job classification of such job.
4. Standard hourly wage scale rate of such job.
5. Amount of out-of-line differential.
6. Date such out-of-line differential became effective.

15.10.20 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article '15.10.10 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

15.10.:30 If an employee with an out-of-line differential accedes to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the-standard hourly rate.

15.10.40 If an employee with an out-of-line differential is assigned to another job and under the terms of this Agreement a lower standard hourly rate is applicable, and then the out-of-line differential shall be terminated.

15.10.50 If such employee referred to in Articles 15.10.30 and 15.10.40 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Article 15. 10.70 or 15.10.80.

15.10.60 If an employee with an out-of-line differential is transferred to a job of equal or lower job class at the request of management, then the higher of the two rates shall apply namely the rate of the employee's regular job including any out-of-line differential that may exist.

15.10.70 In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

15.10.80 Notwithstanding the provisions of 15.03.20 when the agreed upon classification for a newly created job requires a rate which is lower than the estimated rate assigned to the job by the Company when the job is first: established the resulting out-of-line differential shall be reduced or eliminated by increases in the increment between job classes and one half of the amount of increases to the base rate.

15.10.81 All out-of-line differentials resulting from the application of 6.02 J of the C.W.S. Manual shall be subject to the provisions of Article 15.03.20 of this Agreement except the following out-of-line differentials which shall be subject to the provisions of Article 15.10.80 of this Agreement.

1. The out-of-line differential which results from an original estimation of the job class for a new job and its finalization under the C.W.S. Manual.
2. That part of any out-of-line differential which results from the first re-estimation of an original estimation of a job class for a new job before its finalization under the C.W.S. Manual should such finalization produce a job class lower than the job class produced by the first re-estimation.

15.10.90 Excepting the application of the out-of-line differential as called for herein, the terms of this Agreement governing transfers shall apply.

Pay Days

15.11 Normally employees shall be paid every Wednesday.

15.12

Temporary Moves;

15.12.10 An employee moving temporarily to a higher paid job after the beginning of a shift and working on **such** job for the remainder of such shift shall be paid the higher rate from the time he moved to such job until the end of such shift.

15.12.20 An employee moving temporarily to a higher paid job and reverting to his regular job before the end of the shift will be paid for such shift on the following basis.

1. If he works on the higher rated job for less than one hour he will not be considered to have moved up and will be paid his regular rate for the entire shift.
2. If he works on the higher rated job for more than one hour he will be paid at the higher rate for four hours or for the number of hours worked on the higher rated job, whichever is greater.
3. If he moves to a higher rated job at the request of the Company on two or more occasions on the same shift for purposes other than personal relief of an employee **on** the higher rated job he shall be considered as having moved up for more than one hour in accordance with Item (2) above.

15.12.30 An employee moving temporarily to a lower rated job at the request of the Company after the beginning of a shift shall be paid for hours worked on such shift at his regular rate.

15.12.40 If an employee reports for work when scheduled and work on his line of sequence is not available for him for at least 4 hours during that shift he shall be paid the rate of his regular job for 4 hours.

Jury Pay

15.13 An employee **who** is called for jury duty, or subpoenaed to appear as a witness in a court of law. will be paid for each day of jury or witness duty the difference between his standard hourly rate for his regular shift and the payment he receives for jury or witness duty. The employee will present proof of service and the amount of pay received.

Funeral Pay

15.14.10 An employee shall be permitted time off from work for the purpose of arranging and attending the funeral of a member of his immediate family, up to a maximum of three days. Where any of such days fall on a scheduled working day for the employee. he shall be paid a funeral pay allowance for each day equivalent to 8 times the average hourly rate earned by him in the preceding pay period. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law,

father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, common-law spouse as defined in **Article** of the welfare agreement and the parents of such common-law spouse.

Bereavement Pay

15.14.20 An employee, not entitled to funeral pay under Article 15.14.10, shall be permitted, upon request, one day off work with pay in the event of the death of a member of his immediate family as defined in Article 15.14.10. He shall be paid a bereavement pay allowance for such day of 8 times the average hourly rate earned by him in the preceding pay period. Such time off will be given on the day of the death or on the first or second day immediately following.

Severance Pay

15.14.30 An employee with 5 or more years of service who has been laid off for 35 weeks in any period of 52 consecutive weeks, or who has been advised in writing by the Company's Human Resources Department that his return to work is unlikely, may elect to receive severance pay as outlined below provided he abandons his recall rights under the Collective Agreement, terminates his employment with the Company.

The Company **shall** add to the amount payable in accordance with the applicable legislation sufficient monies to ensure that such employee receives, in total, the equivalent of two normal non-overtime weeks for each **year** of service to a maximum of **fifty-two (52)** weeks.

Payment for Tickets

15.14.40 **Where an employee** is required by the Company to maintain or renew a ticket or licence to establish a particular level of competency, and there is a cost to do so, the Company will reimburse each such individual so required the amount of the renewal fee upon presentation of appropriate proof of payment to his Department Superintendent. Such reimbursement will not include any portion of such renewal certification cost not arising from the employee's employment with the Company, such as the normal driver's licence renewal fee.

Correction of Errors

15.15 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications, or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

Inequity Grievances

15.16 Except as otherwise provided herein, no basis shall exist for an employee covered by this Agreement, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a **wage** rate inequity shall be filed or processed during the term of this Agreement.

ARTICLE 16

STRIKES AND LOCKOUTS

16.01 There shall be no lockout by the Company and no interruption of work, work stoppage, strike, sit-down, slow-down or any other interference with production by an employee or employees during the term of this Agreement.

16.02 In the event of a strike or work stoppage and unless the Union by its recognized officers renounces said unauthorized strike or work stoppage, either general or partial, within twenty-four hours after the commencement of such strike or work stoppage, and declares any picket line set up in connection therewith to be unauthorized and not binding on the Union, the deduction of Union dues under this Agreement may be suspended by the Company for a period of not less than one or more than six months, Such suspension shall be for such period as the Company deems reasonable having regard to all the circumstances and the exercise of its discretion may be reviewed by the Arbitrator set up as provided in 'I 3.06.

ARTICLE 17

PENSION, WELFARE AND S.U.B. AGREEMENTS

17.01.10 The Company agrees to provide a defined benefit pension plan. The terms and conditions of the Pension plan are set out in the Pension Agreement (which is the legal **Plant text as filed with** the pension authority under the name **“The Non-Contributory Pension Plan Covering Hourly Paid Bargaining Unit Employees of Algoma Steel Inc.”** dated June 1, 1995). The Pension Agreement is incorporated into, and forms part of this Collective Agreement.

17.01.20 The Extended Health Benefit and S.U.B. Agreements between the Company and the Union are supplemental to this Agreement, but nothing contained herein shall affect the termination dates or any other provisions of such agreements.

ARTICLE: 18

LETTERS OF AGREEMENT

18.01 The current Letters of Agreement: are supplemental to this agreement, but nothing contained herein shall affect the termination dates or any other provision of such **Letters of Agreement.**

ARTICLE 19

U.S.W.A. HUMANITY FUND

The Company agrees to make a payroll deduction of \$0.01 per hour worked from each Local 2251 employee. The total amount deducted from all such employees will be remitted to the Steelworkers' Humanity Fund at the address provided by the Union at the same time as the Company remits regular Union dues.

The total amount deducted from each employee will be recorded as a charitable donation and included as such on each employee's T4 slip.

The Company agrees to match the employee contributions of \$0.01 per hour worked by each Local 2251 employee.

DURATION OF AGREEMENT

20.01 This agreement shall be effective from August 1, 1999 to July 31, 2002 and thereafter from year to year unless either party gives written notice of termination at the end of a contract year (commencing with the year ending July 31, 2002) not more than ninety (90) days nor less than sixty (60) days prior to July 31 of such year.

ARTICLE 21

CORPORATE STRUCTURE

Part V of the February 27, 1992 Negotiations Protocol between the parties, as modified upon the agreement of the parties and to conform to the Plan of Arrangement, is contained in:

- (i) the Articles and Articles of Amendment of Algoma Steel Inc. as filed on June 1, 1992;
- (ii) the Co-Op Shareholders Agreement dated June 1, 1992 between The Algoma Steel Unionized Employees Co-Operative Corporation, The Algoma Steel Salaried Employees Co-Operative Corporation and Algoma Steel Inc.;
- (iii) The Deed of Settlement and Trust of The Algoma Steel Employees Share Distribution Trust dated June 1, 1992, and;
- (iv) Trusts Shareholders Agreement dated June 1, 1992;

and as such is incorporated into this Collective Agreement.

The modifications agreed to between the parties during the 1995 contract negotiations and detailed in the letter of November 17, 1994 are contained in the revised Articles and Articles of Amendment of Algoma Steel Inc. as filed on June 23, 1995 and as such are incorporated into this Collective Agreement.

21 .01 Early Termination

In the event that any person or entity, corporate or otherwise, seeks to acquire more than 50% of the outstanding participating equity of Algoma Steel Inc., the Company shall, at the request of the Union, join with the Union in making a joint request to the Ontario Labour Relations Board for the termination of the Collective Agreement or any successor thereof, including a request that such termination shall be effective upon the date when the person or entity corporate or otherwise referred to above, acquires more than 50% of the participating equity of Algoma Steel Inc.

21.02 In the event that the rights under Algoma Steel Inc.'s Employee Voting Shares to approve certain fundamental business decisions are discontinued because employee ownership of common shares falls to less than 20% at some time after May 31, 2002 and the Board of Directors nomination and election process as set out in Schedule D of the Plan of Arrangement is not adhered to, or if in the future the Articles are further amended to delete or substantially change the process as it applies to the Bargaining Unit Directors (as therein defined), the Company shall at the request of the Union, join with the Union in making a joint request to the Ontario Labour Relations Board for the termination of the Collective Agreement or any successor thereof including a request that such termination shall be effective upon the date when the nomination and election process is not adhered to or the Articles are further amended.

ARTICLE 22

PROFIT SHARING PLAN

The Company and the Union agree to establish a profit sharing plan, for all employees including non-bargaining unit employees.

The formula to be used will be based on a percentage of annual income from operations:

Annual Income From Operations	Profit Sharing Percentage
On first \$50 million	0%
On income over \$50 million to \$100 million	6%
On income over \$100 million to \$150 million	8%
On income in excess of \$150 million	10%

Payment. will be made within 90 days of the close of the fiscal year.

Payments will be made on an annual basis. 100% of the profit sharing pool will be paid out.

"Annual Income from Operations" is defined as "income from operations", excluding charges for interest and other financial expense, interest income, dividends on preferred shares, income taxes extraordinary items, one-time and other special charges.

Accounting principles used to calculate the profit sharing payment will be consistent. Accounting principles will be the same as those used in 1994 Audited Statements and generally accepted accounting principles. If accounting principles change, and this will have a material effect on profit sharing, Company to inform Union. Agreement to amend formula of plan to offset changes in accounting principles.

Profit sharing payments will be paid on the basis of hours. The total amount of the Profit Sharing Pool will be divided by total hours to establish the hourly profit share. Individual profit sharing payment will be equal to the hourly profit share multiplied by individual's hours.

Hours shall be defined as:

- straight time hours worked,
- vacations and statutory holidays
- jury duty and bereavement leave
- leave for union business
- members in receipt of sickness and accident benefits or salary continuance and Workers compensation to a maximum of 1 year.

ARTICLE 23

MAINTENANCE OF EARNINGS

- i) In the event of job elimination employees will be
 - a) laid off with Income Security, or
 - b) working and/or training on new occupations with 100% earnings (including bonus) protection based on the following for five (5) years.
 - c) paid the rate of the new job if greater than (b) above.
- ii) Calculate the average
 - a) straight time earnings excluding COLA, less any current M.O.E., of employees for the past 12 months or other agreed to period and established a M.O.E. HOURLY WAGE, RATE at 100% of those average earnings; and
 - b) monthly bonus and average hours worked for the past 12 months or other agreed to period and establish a M.O.E. HOURLY BONUS RATE at 100% of those average earnings.
- iii) Employees will be paid M.O.E.:
 - a) HOURLY WAGE RATE excluding COLA for straight time hours worked only or rate of job his is working on, whichever is higher: and
 - b) HOURLY BONUS RATE for straight time hours worked to a maximum of 173 hours per month, or the bonus of the job he is working on. whichever is higher.
 - c) COLA payments will continue as per Article 15 of the collective agreement. The above M.O.E. rates are not changed during the 5 year protection period.
- iv) M.O.E. is eliminated:
 - a) the date an employee signs a seniority or promotion waiver; or
 - b) after 5 years;whichever occurs first.
- (v) An employee on M.O.E. who subsequently qualifies for additional M.O.E. will have a new M.O.E. rate established and the two M.O.E.'s will run concurrently. The employee will be paid the higher of the two rates until the first M.O.E. is eliminated under item (iii) (b). At that time the remaining M.O.E. rate will apply for the balance of its 5 year protection.

(vi) The company and union will meet to discuss closures or reduced operations due to new facilities or elimination of jobs including technological change and agree to modify seniority provisions, as required.

APPENDIX "C"
JOBS REQUIRING LEARNER PERIODS

<u>Plant Code</u>	<u>Job Title</u>		<u>Department:</u>
115	Repairman (Scale)		Mech. Mtce.
16	Repairman Engine	#4 Sec.	Utilities
65	Repairman (Mechanical)	Ore Dock	Ironmaking
168	Heat Treater	Mach. Shop	Shops
169	Mach. Operator (Radial Drill)	Mach. Shop	Shops
170	Mach. Operator (Gear Cutter)	Mach. Shop	Shops
185	Plate Worker	Boiler Shop	Shops
232	Pattern Chaser	Foundry	Shops
252	Templet Filer		Roll
254	Tool Grinder		Roll
258	Roll Grinder		Roll
261	Repairman (Car)		Transportation
272 Rev	Heater Repairman		Utilities
794	Scarfer		Bloom and Billet
1541	Machine Operator		Quality Control
1585	Observer		Quality Control
1584	Observer Inspector (Concast)		Quality Control
1595	Observer (45" & 25" Mill)		Quality Control
90171	Mach. Oper. Herbert Turret Lathe		Shops

IN WITNESS WHEREOF the parties hereto have executed this agreement.

ALGOMA STEEL INC.

BY

P.C. Finley

S. Boniferro

J .A. Pearce

B. Bos

S.D. Orr

**UNITED STEELWORKERS OF AMERICA
LOCAL UNION 2251**

H. Hynd

D. Olthuis

J. Ostroski Jr.

B. Richards

D. Pettalia

J. Krmpotich

D. Jones

T. White

M. Da Prat

K. Ferguson

ADDENDUM A - CLERICAL

All references to Articles; in this Addendum refer to Articles contained in this Addendum unless indicated otherwise.

1.03.110 A union steward or committeeman may be absent from his place of work without loss of wages for reasonable periods of time **necessary** to transact Union business in his designated department(s) subject to requesting and receiving permission from his supervisor. Such permission shall not be unreasonably withheld.

ARTICLE 5

HOURS OF WORK

5.01 The normal starting times will be 7:00 a.m. to 8:30 a.m. The normal days of work will be Monday through Friday.

5.02.10 Notwithstanding the provisions of Article 5.01, employees may, when necessitated by operations, be scheduled to work hours or days other than those outlined in Article 5.01.

- a. The hours of work shall be 8 consecutive hours per day with a 20 minute **paid** lunch period and the work week shall be five days per week.
- b. The normal shift starting times shall be 7:00 a.m., 7:30 a.m., 8:00 a.m., 3:00 p.m., 4:00 p.m., 11:00 p.m. and midnight. In cases where starting times other than as specified above are scheduled the steward will be advised of the reasons. Should the Union contend that such reasons are unjustified, they may file a general nature grievance,
- c. Employees working on a shift work schedule shall rotate shifts weekly where practical.

5.02.20 Employees shall have a 20 minute lunch period commencing not later than 5 hours after their shift starting time.

5.03.10 Employees shall be scheduled for the week in accordance with their seniority as provided in this Agreement for the work which is available. Schedules for a work week shall be posted not later than Thursday at noon of the preceding week and shall indicate for a period of at least one work week the hours of work, the work days, and the days off for each employee, but no employee shall be assured of any hour or day of **work for which** he is scheduled when work for such period is not available.

5.03.11 If during a work week, a change in the current schedule is necessary, the Company shall reschedule employees unless it is impractical to do so or it is known that the employee or employees concerned will not be off work for a period extending beyond the end of the current work week. Supervision will advise the department steward of any scheduling changes.

5.03.12 In the case of employees assigned under Article 7.05.80(a) the following shall apply.

- a. An employee replacing a shift worker shall assume the schedule and days off of the employee being replaced. When it is known that such vacancy will last three weeks or more, the incumbents working on the same job may, where practical, exercise a preference for days off for such vacancy.
- b. An employee who replaces another on a job, which is not at any time part of a two or three shift operation, shall take the days off which are available after all employees on such occupation have exercised their preference.

5.03.20 If a schedule changes an employee's hours of work, regular days off or normal pattern or shift rotation and is posted after the employee has worked his last scheduled shift of the week, the Company shall notify the employee of the schedule change in accordance with Article 12.02 of the Main Agreement on the day such schedule is posted.

In the event of a change to the work schedule within the work week, the supervisor shall notify the employee of such change in accordance with Article 12.02 of the Main Agreement.

5.03.30 The work day shall be a period of 24 hours beginning at 12:01 a.m. or the shift starting time closest thereto. The work week for the purpose of calculating overtime shall be a period of seven work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

5.03.40 Employees on the same job may exercise their preference for days off and for a day work schedule on the basis of their Unit List Seniority or Corporate Seniority whichever is applicable. Wherever possible, an employee's two days off shall be consecutive. Employees may indicate their preference prior to December 1. Such election shall become effective on the first full week of the succeeding month. When a change in the incumbents occurs, employees will be allowed to exercise a new preference on April 1 and August 1 in the same manner. Such election shall be effective in the first full week of the succeeding month.

5.03.50 Employees shall, at their earliest opportunity, notify their supervisors if they are unable to report for work or will be late for work.

5.03.60 If an employee reports for work on a scheduled shift and as a result of a lack of work or adverse working conditions is sent home before working four hours, he shall be entitled to receive a minimum guarantee of four hours pay at the regular hourly rate for the job for which he was scheduled unless:

1. he was previously notified in accordance with Article 12.02 of the Main Agreement that he would not be required. or
2. the lack of work results from an incident which occurred not more than one hour before the employee was scheduled to begin work, or
3. he refuses to perform reasonable similar work when requested to do so.

OVERTIME

5.04 Employees shall not be required to take time off because of overtime.

5.05 It is recognized by the Company and the Union that there are times when overtime will be necessary, and the parties agree to cooperate in such cases.

5.05.10

- a. Reasonable notice shall be given employees required to work overtime and whenever possible the employee shall be notified four hours before the normal, conclusion of his shift.
- b. When overtime work is required, the Company shall endeavour to meet the wishes of an employee who does not wish to work the overtime.

5.06.10 Overtime rates of one and one half times their regular rates shall be paid to employees for authorized work performed on the following basis.

For employees who are normally paid 8 hours per day:

1. in excess of 8 continuous hours; or
2. in excess of 8 hours in a 16 hour period; or
3. in excess of 40 hours in a week; or
4. on his days off as designated on his most recent schedule posted under Article 5.03.10 or 5.03.11.

However, overtime rates shall not be paid more than once for the same hours worked.

5.06.11 If an employee is not scheduled to work on a statutory holiday on which he would normally be scheduled to work, that employee shall, for the purposes of Article 5.06.10 be deemed to have worked on such day if the employee has worked on that day in three of the last four weeks.

5.07.31

- a) Whenever practical, overtime work which is less than a scheduled shift shall be first offered to those employees who are doing that work during the shift.
- b) If overtime shifts are required such shifts shall, as far as practical, be distributed equitably among the employees who perform the work.

5.09

CALL. OUT PAY

5.09.10

- a. An employee called out to work for other than the hours shown on his most recent schedule will be paid time and one-half for all such unscheduled hours worked. An employee who works less than 2 hours and 40 minutes during such call out and leaves the plant will be paid a minimum of 4 hours pay.

However, in the case of a call out not more than two hours before the commencement of their regular shift this clause shall not apply but overtime rates shall be paid for the time Worked prior to the commencement of the regular shift.

- b. Except as provided in (a), when an employee, who regularly works days, is called out and works more than 2 hours before the commencement of his scheduled shift, he shall be paid time and one-half for all hours worked.

5.09.20 An employee called out to work a regularly scheduled shift too late to report at the start of such shift, shall be paid for the full shift provided that he is called during the first two hours of such shift and reports for work within a reasonable time of being called out. Any entitlement to overtime as a result: of such callout will be paid only for hours worked as provided in Article 5.06.10 or 5.09.10

5.10

- a. Whenever practical, overtime work which is less than a scheduled shift shall be first offered to those employees who were doing that work during the shift.
- b. If overtime shifts are required such shifts shall, as far as practical, be distributed equitably among the employees who normally perform the work.
- c. In determining equitable distribution of overtime the following shall apply:
 - 1) in those cases where an employee is unable to work overtime hours or an overtime shift which is offered to him, the hours or shift refused will be recorded as hours worked,
 - 2) regular hours worked on a statutory holiday will not be considered as overtime hours, and
 - 3) all hours paid at overtime rates shall be recorded for each employee for the purpose of equitable distribution. These hours shall be ongoing from year to year.

The Company shall provide the Union with a list every three months showing the actual hours worked by each employee.

ARTICLE 7

SENIORITY

7.01.10 The parties recognize that promotional opportunity and job security in the event of promotions, decrease of forces and recalls after layoffs should increase in proportion to length of seniority and that in the administration of this Article the intent will be that full consideration shall be given to unit list or group seniority in such cases, whichever is applicable.

7.01.20

In the event that the Unit List dates of employees are identical, the last date of hire with the Company will determine who is senior.

In the event that the last: date of hire of employees is identical, the Company will determine who is senior.

7.01.30 "Group Seniority" means an employee's last date of transfer into the group in which he is currently employed.

In the event that the Group Seniority dates of employees are identical, Unit List Date or Corporate Seniority Date, whichever is applicable, will determine who is senior.

7.01.40 Group jobs shall consist of jobs designated as group jobs in Appendix "B" attached.

7.01.41 Where a new job is created, the Company and the Union will meet and discuss the placing of the job in Appendix "B". In the event no agreement can be reached, the Company may temporarily establish the position of the job subject to the Union's right to refer the matter to arbitration.

7.01.50 In all cases of promotions, lateral transfer, decrease in force and recall after layoff, the following factors shall be equally considered.

- 1 . Seniority.
2. Ability to perform the work in a reasonable period of time.

7.01.60 The Company may promote an employee in preference to another who has applied for the same posted position and who has more seniority but the Union may within twenty-one calendar days of the date of notification request a meeting with the Supervisor of Personnel Services. Within five calendar days of such request a meeting shall be held with a committee of the Union to consider the facts and circumstances of the case. The Supervisor of Personnel Services shall give a decision in writing by the end of the fourth calendar day following the discussion. If the answer by the Supervisor of Personnel Services is unacceptable the matter may be referred to Step II of the grievance procedure.

7.01.70 If the introduction of new or additional equipment will result in the transfer of work from employees within the bargaining unit or in the displacement or addition of employees, the Company and Union shall, prior to the effective date of such change, discuss the assignment of employees so displaced, or the selection and training of employees to fill such new or additional jobs as required for the operation of such new or additional equipment.

7.01.80 When it is the intention of the Company to add qualifications to a job, they shall have prior discussion with the Union.

Incumbents in their group may promote to such jobs according to seniority and ability to perform the job within a reasonable period of time. Such employees will be counselled regularly as to their performance, and where related training is indicated, it will first be

discussed between the Supervisor and employee, subject to appeal to the Union **President** and Personnel Services

ESTABLISHMENT

7.02.10 An employee shall become established in a group, as of his last date of **transfer** into the group, after he has worked three months in such group.

7.02.20 An employee shall cease to be established:

in a group, if his employment is terminated, if he transfers or promotes out of the **bargaining unit**, subject to Article 7.12 of the Main Agreement, if he is removed **from a job** pursuant to Article 7.05.70, if he has become established in another group, or if he revokes his group seniority either by refusing a reassignment to **a** job in his group or by notifying the Company in writing that he elects not to return to the group in which he is established.

LOSS OFF SENIORITY

7.03.10

See Article 7.03.10 of the Main Agreement except as follows:

A. he has been laid off and does not return to work within one month after written registered mail notice is sent to his last address appearing on the **Company records**,

SENIORITY LISTS

7.04.10 On February 1 of each year, the Company shall post lists for each Group, in all the areas which make up the Group, showing the Group Seniority date of all employees in such Group and listed in order of Group Seniority. Two copies of each list will be sent to the Union.

7.04.20 On February 1 of each year the Company shall provide the Union with six copies of a list showing each employee's name, job title, job class, department, Unit List Seniority date and Corporate Seniority date for each employee who is the incumbent on any bargaining unit job.

Temporary Employment List

7.04.21

a. The Company will maintain a Temporary Employment List showing the name and bargaining unit date of employees who are not working on permanent jobs due to insufficient seniority and/or qualifications. This list will be provided to the Union upon request.

- b. Notwithstanding Article 7.10, employees on the Temporary Employment List shall not, for a period of thirty calendar days, have the right to displace other employees on the Temporary Employment List.

Further, the Company shall make every effort to place such employees as soon as possible, however, the Company will not be required to displace a junior employee on the Temporary Employment List if the amount of time remaining on the temporary vacancy is so short as to make the displacement of the junior employee impractical. In the event of any such case the Company will discuss the circumstances with the Union.

- c. Employees shown on the Temporary Employment List shall have the opportunity to apply for posted vacancies in accordance with Articles 7.01.50 and 7.05.20.

Notwithstanding Article 7.05.50, established employees on the Temporary Employment List who are not at work during the period of a job posting will be notified of the posted job vacancy in accordance with Article 12.02 of the Main Agreement prior to the selection of a junior employee. Any applications to be considered as a result of such notification must be submitted to the Personnel Services Office no later than 5:00 p.m. of the next Personnel Services Office work day. Any employee selected under this notification procedure must be available for assignment to the posted vacancy within seven calendar days of being notified of their acceptance.

- d. An employee selected to fill a permanent vacancy will then be considered an incumbent on the job and his name will be removed from the Temporary Employment List.
- e. Employees on the Temporary Employment List will not have the right to displace an established incumbent.

Correction Of Errors

7.04.30 Errors or omissions in a list posted in accordance with Article 7.04.10 shall be corrected on application of the Union, or the employees concerned, provided:

1. such error or omission relates to the period subsequent to the date of the previous list and.
2. the error or omission is brought to the attention of the Personnel Services Office within 15 days of the employee's first reasonable opportunity to see the list.

7.04.40 If no written protest is received by the Union concerning a seniority list posted in accordance with Article 7.04.10 within 15 days of the day it was posted it shall become final, subject to revisions with respect to any employee who has been absent because of sickness, accident, leave of absence, vacation, or layoff within 15 days of the return to work of that employee. The Union shall, within 15 days, notify the Company of any protests received which it considers legitimate.

7.04.41 If a written protest is received and forwarded to the Company within the time limits set out in Article 7.04.40, the protest shall be resolved by the Company, the Union, and the employees concerned within thirty days. If the list is revised as a result of the protest, the revised list will again be subject to the procedure set out in Article 7.04.40 but

only protests relative to the revisions will be processed and the period of posting after which the list becomes final shall be seven days.

7.04.42 Each Group Seniority list shall be signed by the Chairmen of the Joint Company/Union Seniority Committee within fifteen days of the day it became final, Two copies of each list will be sent to the Udon.

7.04.43 If any protest which is received by the Company, under Article 7.04.41 cannot be resolved, the list shall become final unless the Union within fourteen days of the Company's decision refers the grievance to Step II of the grievance procedure, and the previous signed list shall remain in effect until the grievance is resolved and the new list signed in accordance with Article 7.04.42.

7.04.44 Notwithstanding anything contained herein, once a seniority list has been signed in accordance with Article 7.04.42, the only protest which will be considered against the next posted list shall be protests relative to deletions, and additions, occurring since the date of the previous list.

JOB VACANCIES

7.0510 "Job vacancies" refers to vacancies on existing job opportunities in the former Local 4509 bargaining unit.

POOL JOB VACANCIES

7.05.20

When a vacancy occurs on a clerical pool job, it will be posted for Former 4509 bargaining unit employees only. The job will be filled by the most senior applicant in Unit List Seniority from the former 4509 Local.

If no one from the former 4509 bargaining unit applies the clerical pool job will be then filled by the most senior qualified person, by corporate seniority, by assignment (job opportunity) only. The person assigned by corporate seniority will not become established on this clerical pool job.

GROUP JOB VACANCIES

7.05.30

1. For the purpose of this Article the seniority referred to is Group Seniority.
2. When a vacancy occurs on the lowest job class in a group that is not filled under the provisions of Article 7.07 of the Main Agreement at the same time that employees holding Group Seniority in that Group are not assigned to jobs within the Group, the job vacancy will not again be posted provided an available employee can be assigned to the vacancy in accordance with Article 7.01.50.
3. If the vacancy is not filled by employees within the Group, the vacancy shall again be subject to posting, but shall be posted in accordance with the procedure as set out in Article 7.07 of the Main Agreement.

7.05.40 All applicants shall be notified promptly, in writing **and in** any event within fifteen calendar days from the closing date of a job posting of acceptance or rejection of their application for job vacancies as defined in Article 7.07 of the Main Agreement and Articles 7.05.20 **and 7.05.30**.

Successful applicants will be assigned to positions for which they have been accepted as quickly as possible and shall be required to take the hours of work and days off of the employee being succeeded, Such hours of work and **days** off shall continue until they are changed through the provisions of Article 5.02.10(c) and 5.03.40.

A successful applicant will be considered the incumbent from the closing date of the job posting.

7.05.41 Notwithstanding Article 7.05.40, the Company **will have** the right to temporarily fill a **vacancy** while such vacancy is posted and applications are being considered.

7.05.42 The successful applicant on a posting will be deemed to be the incumbent on the job posted once he has been accepted. It is intended **that** the employee will report as assigned, however, if for legitimate reasons the employee is unable to report, or is determined not to be qualified during his **trial** period, he shall be assigned to another position and be **paid** at the rate for the job to which his seniority entitles him until such time as an appropriate assignment can be made.

7.05.50 **An** employee who is off work due to illness, vacation, or leave of absence pursuant to Article 8.05 of the Main Agreement at the time a job is posted shall have the right to apply for such posted job within three days of his return to work, but not more than thirty calendar days from the date on which the job opening was posted.

7.05.60 **A** copy of each job posting, a list of the applicants showing their relative seniority and a copy of the notification of the acceptance of application to the selected employee shall be forwarded to the Union.

7.05.70 An employee who applies for and is placed on a job in accordance with Articles 7.07 of the Main Agreement and 7.05.30 shall be given a reasonable trial period to demonstrate his ability to perform the work satisfactorily.

7.05.80

- a. In case of temporary vacancies and involving temporary reassignment of employees the Company shall, consistent with the efficiency of the operations, fill such vacancy by assigning thereto the employee whose seniority and ability to perform the work entitle him to the next consideration for promotion to such job. No employee shall gain additional preference to promotion to a job through experience gained while temporarily assigned to the job.

- b. When an employee is trained as a replacement for other bargaining unit jobs, it shall be that employee's obligation to fill any temporary vacancies for which he has been trained.
- c. Notwithstanding Article 7.05.80(a), replacements required for temporary vacancies may be obtained through the job posting procedure.

7.05.90 Notwithstanding Articles 7.05.20 and 7.05.30, when a vacancy occurs on a job in which there is no incumbent, and it becomes known that an employee is or will be displaced, and that employee is entitled to the same job class as the vacancy, that employee will be assigned to the vacancy as soon as possible without the job being posted.

LATERAL, TRANSFERS

7.06.10

- 1. A lateral transfer is a move from one job to another of equal or lower job class.
- 2. In filling a vacancy on a job within a Group, only one lateral transfer will be permitted in the series of postings required to fill such vacancy. In filling the vacancies on the entry job to the Group as referred to in Article 7.05.30(3) or in the pool, one additional lateral transfer will be permitted.
- 3. In the event a new job in the Group is created and posted in accordance with Article 7.05.30 and 7.07 of the Main Agreement, an employee accepted on such vacancy through the use of a lateral transfer will not be considered to have used either of the lateral transfers provided in Article 7.06.10(3).

7.06.20 When one or more jobs that previously existed outside the bargaining unit are placed within the bargaining unit and the incumbent employees of the Company enter the bargaining unit with such jobs the incumbent employees shall hold on that job such seniority as they had with Algoma Steel Corporation, Limited, and their seniority on all other jobs in the bargaining unit shall be as of the date they entered the bargaining unit. Their continuous service shall be their total service with the Company.

When a number of employees are to be placed into the bargaining unit with a number of jobs, the seniority of these employees that come into the bargaining unit on the same date with their jobs, relative to each other, and to the jobs they enter with, shall be determined by the Company and the Union prior to the time the employees are placed into the bargaining unit. Their seniority on all other jobs in the bargaining unit shall be as of the date they enter the bargaining unit and their continuous service shall be their total service with the Company.

7.06.30 For the purposes of lateral transfers the seniority referred to in Article 7.01.50 is:

- 1. Unit List Seniority for employees applying for a Job Class 3 or 4 pool job or the entry job to the Group referred to in Article 7.05.30(3).
- 2. Group Seniority for employees applying for Group jobs.

LAYOFF, REDUCTION AND RECALL

7.10 The purpose of the following procedure is to displace junior employees to create job vacancies for senior employees displaced from their jobs as a result of a reduction in force.

7.10.11 In this, Article layoff means layoff from the plant.

7.10.12 Should the necessity for a reduction in permanent jobs in the workforce arise, the Company will give the Union as much advance notice of such reduction as is practical, with a list of employees who will be reassigned, demoted or laid off, and the Company agrees to meet with the Union upon request to discuss the employees to be affected.

7.10.13 In a reduction in force on clerical pool jobs, former 4509 bargaining unit employees will displace according to their former 4509 bargaining unit seniority and with the former 4509 unit displacement rules.

7.10.20 In any reduction in force which is known will not last more than one hundred and twenty days, the displaced employees will be assigned as soon as possible and in any event within three calendar days in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time:

1. by displacing any employee from the layoff group made up of non established employees shown on the Temporary Employment List, or
2. by displacing any employee from the layoff group made up of incumbent employees who are not established, or
3. by displacing any employee from the layoff group made up of established employees on the Temporary Employment List, or
4. by displacing the employee on the lowest job in the group who has less Unit List seniority, provided the employee has the qualifications required, or
5. failing that, by displacing the employee on a pool job class 4, with the least Unit List seniority or Corporate Seniority whichever is applicable, provided the employee has the qualifications required, or
6. failing that, by displacing the most junior employee on a pool job provided the employee has the required qualifications.

7.10.21 An employee assigned in accordance with Article 7.10.20 will be paid the standard hourly rate of the job to which he would have been assigned in accordance with Article 7.10.30 had the reduction in force been for a period in excess of one hundred and twenty days.

7.10.30 In any reduction in force which is known will last more than one hundred and twenty days, employees will be reassigned in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time:

1. within the Group affected by displacing the most junior employee on the job class to which he is entitled by Unit List Seniority or Corporate Seniority whichever is applicable,.
2. on jobs not in any group in accordance with the employee's Unit List Seniority or Corporate Seniority whichever is applicable provided that 'the employee regressing to the pool will displace the most junior employee on a job class 4. The employee so displaced, or the employee regressing if he lacks the necessary qualifications, **will in** turn displace the most junior employee in the pool.

Where the employee displaced is on a job lower than job class 4, he will only be permitted to displace the most junior employee in the pool.

7.10.31 In any reassignment which may result from the application of Article 7.10.30(l), consideration shall be given to assigning the displaced employee to a job of the same comparable job class, failing that, to a job in a job class as close as possible to the employee's former job class.

It is not intended that an employee will be assigned to a job of a higher job classification than the job from which he was displaced.

7.10.32 In any recall from a reduction of force or a layoff, employees will be assigned in accordance with the following rules provided the employee has the ability to perform the job to which he is assigned in a reasonable period of time.

1. To a job not in any Group on the basis of his Unit List Seniority.
2. To a job in his Group in accordance with his Group Seniority provided he has sufficient Unit List Seniority or Corporate Seniority whichever is applicable to retain a job in the pool or would have except. for a lack of qualifications. Where there is no employee from the group concerned working on a job in the pool laid off employees from that group will be recalled.

7.10.33 Notwithstanding Articles 7.05 and 7.10.31, in any recall from a reduction in force which occurs within one year of the last date the incumbent worked on the job, the incumbent shall be reassigned to that job he formerly held, if he so desires provided no senior displaced employee is entitled to assignment to the job class of such job in accordance with Article 7.10.31.

ARTICLE 7.12 - REVERSION RIGHTS - REFER TO MAIN AGREEMENT TRANSFERS OUT OF BARGAINING UNIT

7.12.10

1. An employee promoted to the rank of foreman or supervisor over employees within the bargaining unit and later removed from such position but still in the employ of the Company shall be reassigned to the job from which he was promoted. On reassignment, his Group and Bargaining Unit Seniority and his continuous service shall be the same as when he was promoted, except for employees promoted prior to May 1, 1992 in whose case his continuous service shall not include his service in the position to which he was promoted.
2. An employee within the bargaining unit may be granted a transfer to a job outside the bargaining unit other than as specified in Article 7.12.10(l) for a period of six months without loss of seniority rights in the bargaining unit. Such period may be extended by agreement between the Company and the Union.

For those employees permanently promoted to a position outside of this bargaining unit subsequent to November 30, 1996 Article 7.12.12 of the Main Agreement shall apply.

Article 10

10.01 A pregnant employee who may be concerned with the possible health effects of working on a video display terminal, may seek a reassignment of duties by discussing her concerns with her supervisor.

10.02 All employees listed on this Unit List posted February 1 **each year** in accordance with Article 7.05.10 of the Main Agreement shall have a boot allowance of \$60 established.

- a) The \$60 credit will be paid in May each year to any employee listed who worked at any time in the previous calendar year.
- b) The \$60 will not be included in the employee's earnings for the purpose of calculating vacation earnings.

ARTICLE 12 - NOTICE

12.04.10 Failing notification under Article 12.02 of the Main Agreement, employees being recalled from layoff will be entitled to notification of recall by registered mail at their last known address in the Company records.

ARTICLE 14

VACATION SERVICE YEARS - REFER TO MAIN AGREEMENT

14.02.20 An employee on vacation for the whole of the week in which a statutory holiday(s) falls may take the vacation day(s) on which the statutory holiday(s) falls at another time convenient to the employee and his supervisor. The employee must make it known to his supervisor prior to going on vacation that he wishes this arrangement and shall if possible designate when he will take the day(s) off.

SCHEDULING 'VACATIONS

II 4.05

- a. Between December 1st and 31st of each year, the Supervisor will begin calling upon employees in order of their Unit List Seniority and Corporate Seniority whichever is applicable to indicate their preference of vacation time. Employees who do not indicate their preference of vacation time when called upon to do so shall have their vacation scheduled by the Company.

In drawing up vacation schedules it is recognised **that work requirements** and the efficient use of replacements must be given full consideration. This may result in the Company having to reschedule vacations to weeks other than those previously selected. Subject to this the Company shall endeavour to meet the wishes of the employee, who shall be entitled to schedule two weeks of their regular vacation in the months of June through August. In cases where vacation periods conflict preference will be given to employees in order of their bargaining unit seniority.

The vacation schedule showing when an employee will take vacation will be posted no later than February 1st of each year. If unforeseen circumstances arise necessitating changes in the vacation schedule in any department, the steward shall be notified and a meeting held if the Union so requests to explain the situation.

- b. Wherever practical, vacations may be scheduled from day off to day off.
- c. When called upon to schedule their vacation employees shall either:
- 1) Schedule all vacation to which they are entitled, with not more than two weeks in the months of June through August;
 - 2) Schedule only two weeks of vacation on the first opportunity and schedule the remainder of vacation on the second opportunity provided that not more than four weeks in total are scheduled in the months of June through August;
 - 3) Employees with 5 or more weeks of vacation shall schedule 4 weeks of vacation with not more than two weeks in the months of June through August on the first opportunity and then schedule the remainder of vacation after all other employees have had the opportunity to schedule all of their vacation weeks.

Following this, any weeks not selected by the employee will be scheduled by the Supervisor in accordance with Article 14.05(a).

- 4) For the purpose of this Article, the months of "June through August" shall, -for the period of this Collective Agreement be as follows:
- 1999 - May 30 to Sept. 4 (inclusive)
 - 2000 - May 28 to Sept. 2 (inclusive)
 - 2001 - May 27 to Sept. 1 (inclusive)
 - 2002 - May 26 to Aug. 31 (inclusive)

- d. 1) Any employee selected and accepting a promotion, demotion, or a transfer before December 1 in any year will schedule his next year's vacation within the new job area in accordance with Article 14.05(a).
- 2) On or after December 1, in any year, any employee selected and accepting a promotion, demotion or transfer, will continue to schedule his vacation on the job

from which he is moving. When the actual move takes place, the employee's outstanding scheduled vacation weeks will be forfeited and rescheduled to a time(s) consistent with vacancies on the vacation schedule in the area to which he is moving.

In (1) or (2) above, both the selection and acceptance must be completed either before or after December 1.

In those cases where an employee moves at other than his own request, every effort will be made to provide him his vacation as originally scheduled.

ARTICLE 15

WAGES

15.01 The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs" dated August 1, 1956 - revised 1980 (hereinafter referred to as the "Clerical Manual") used for the evaluation of office and clerical workers as specified in the certification of the Ontario Labour Relations Board dated January 28, 1952, is incorporated into this Addendum as Appendix "A" and its provisions shall apply as if set forth in full herein.

15.02 **Each** employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

Standard Hourly Wage Scale

16.03 Effective June 1, 1995 the standard increment shall be 45.9 cents except that the increment between Job Class 5 and Job Class 6 shall be the standard (45.9 cents) plus 45.9 cents. The Standard Hourly Wage Scales from August 1, 1999 to July 31, 2002 shall be as follows:

Job Class	Rate
0	16.699
1	17.158
2	17.617
3	18.076
4	18.535
5	18.994
6	19.912
7	20.371
8	20.830
9	21.289
10	21.748
11	22.207
12	22.666

13	23.125
14	23.584
15	24.043
16	24.502
17	24.96 1

15.04 The Standard Hourly Wage Scale rate for each job class is the standard hourly rate for all jobs classified within such job class.

15.05 In addition to the standard hourly rates a schedule of development progressional rates is established containing the following:

- a. an intermediate rate at a level one job class increment below the standard rate;
- b. a starting rate at a level two job class increments below the standard rate.

15.06 The schedule of progressional rates defined in Article 15.05 applies to each job in the respective job classes for periods of time as follows:

- a. Job Classes 0 to 3 inclusive: one period of 480 hours at an intermediate rate.
- b. Job Classes 4 to 7 inclusive: two periods of 600 hours:
 - 1) the first at a starting rate; and
 - 2) the second at an intermediate rate.
- c. Job Class 8 and higher: two periods of 960 hours:
 - 1) the first at a starting rate: and
 - 2) the second at an intermediate rate.

15.07

a) Effective August 1, 1999 and continuing until July 31 , 2002 the schedule of progressional rates shall be as follows:

Job Class	Starting	Intermediate	Standard
0		16.240	16.699
1		16.699	17.158
2		17.158	17.617
3		17.617	18.076
4	17.617	18.076	18.535
5	18.076	18.535	18.994
6	18.994	19.453	19.912
7	19.453	19.912	20.371
8	19.912	20.371	20.830
9	20.371	20.830	21.289
10	20.830	21.289	21.748
11	21.289	21.748	22.207
12	21.748	22.207	22.666

13	22.207	22.666	23.125
14	22.666	23.125	23.584
15	23.125	23.584	24.043
16	23.584	24.043	24.502
17	24.043	24.502	24.961

11 5.08 The established starting, intermediate or standard hourly rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

15.09 Each employee on a job shall be assigned to the applicable starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals of work as specified in Article 15.06 provided, however, that paid absences from work other than as provided under Short and long term Disability Earnings Continuance Letter of Agreement shall be considered as time worked.

115.10

- a. Except as provided in Article 15.1 O(b) an employee promoted from one job to another job in a higher job class shall be assigned to that starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- b. Except as provided in Article 15.13, an employee who is promoted to a higher job shall not receive the indicated rate until such time as his plant service equals the training period required under Articles 15.06 and 15.07 for that rate.

15.1 1 An employee transferred from one job to another job of equal job class shall be assigned to the starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred and:

- a. if training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
or
- b. if training for the job to which transferred was not provided by the job from which transferred, the respective arrangement: regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

15.12 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted if such standard rate is equal to or less than the rate from which demoted, and otherwise to the intermediate or starting rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided however, that an employee returned

to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained. during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

15.13 On jobs requiring progressional periods in excess of 960 hours of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable starting, intermediate or standard rate classification.

15.14 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date **such** rate adjustment is made the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

15.15 Effective on the dates specified in Article 15.03 all employees shall have their rates of pay adjusted as follows.

- a. If the employee is not receiving an "out-of-line differential" prior to the dates specified in Article 15.03, the rate of pay of such employee shall be adjusted to conform to the applicable starting, intermediate or standard hourly rate for that employee's job as provided in Article 15.07.
- b. If the employee is receiving an "out-of-line differential" prior to the date specified in Article 15.03, the rate of pay of such employee shall be increased by the amount by which the standard hourly rate for Job Class 0 has been increased as provided in Article 15.03 and the following shall govern.
 - 1) If the employee's new rate resulting from such increase is greater than the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07, the amount by which such employee's new rate is greater than the rate provided in Article 15.07 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - 2) If the employee's new rate resulting from such increase is equal to or less than the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07 the rate of pay of such employee shall be adjusted to conform to the applicable starting, intermediate or standard hourly rate for the job as provided in Article 15.07, and the former out-of-line differential shall be terminated.

15.16 An employee temporarily transferred to a job in a higher job class or to several interrelated jobs of the same higher job class in the same office shall receive the rate for that job class in accordance with the provisions of Article 15.10. At the end of the temporary assignment: such employee shall revert to the applicable rate on the regular job.

Hours worked on a temporary assignment will be credited towards progression on such employee's regular job.

OUT-OF-LINE DIFFERENTIALS

15.17 The term incumbent as used in this Agreement shall mean an employee regularly assigned to a job on the date on which this Agreement is signed.

15.18 The Company shall furnish to the Union a list of all incumbents who are to be paid out-of-line differentials in accordance with the terms of this Agreement and such list shall contain the following:

- a. name of employee to whom out-of-line differential is being paid,
- b. job title of job on which out-of-line differential is being paid,
- c. job classification of such job,
- d. standard hourly rate of such job,
- e. applicable rate level at which out-of-line differential applies,
- f. amount of out-of-line differential, and
- g. date such out-of-line differential became effective.

This list will be updated whenever additions, deletions or other changes occur.

15.19 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article 15.18 shall continue to be paid such out-of-line differential during such time as the employee is assigned to the applicable starting, intermediate or standard hourly rate level of the job for which the out-of-line differential was established.

15.20 If an employee with an out-of-line differential is promoted to a job of higher job class a new out-of-line differential shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate.

15.21 If an employee with an out-of-line differential is demoted to a job of lower job class then the out-of-line differential shall be terminated.

15.22 If an employee with an out-of-line differential is transferred, at the request of management, to another job in the same job class there shall be no change in such employee's out-of-line differential except as provided in Article 15.24.

15.23 If such employee referred to in Articles 15.20 and 15.21 is returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Articles **15.24** and 15.25.

15.24 The progression from a starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the out-of-line differential by the

amount of the progressional increase or to eliminate the out-of-line differential, if such is less than the amount of the progressional increase.

15.25 In addition to the other means provided in this Agreement increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials,

SHIFT AND SUNDAY PREMUMS

15.213 Employees shall be paid a shift premium of 20 cents per hour for afternoon and night shifts. -

15.27 The Company agrees to pay for all hours worked by employees for the 24 hours succeeding 12.01 a.m. Sunday or the shift starting time closest thereto a Sunday premium of 35 cents per hour.

GENERAL

15.28 Employees shall be paid by bank deposit, every second Wednesday.

15.29 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable hourly rates shall be corrected to conform to the provisions of this Agreement.

15.30 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

15.31 A list of job titles and job classes of jobs performed by employees in the bargaining unit is incorporated into this Addendum as Appendix "B".

15.32 Nothing in this Agreement or Job Classification program shall change the existing co-operation between the workers covered by this Agreement.

APPENDIX "B"
LIST OF JOBS COVERED BY THIS ADDENDUM

<u>Title</u>	<u>Plant Code</u>	<u>Job Class</u>		<u>Pos. #</u>
SENIORITY GROUP 1				
PRODUCT CONTROL				
Order Control				
<u>(Planning)</u>				
Sr. Planning Clerk	C-350	6	Est.	24-459
Planning Clerk	C-349	6	Est.	24-337
Product Control Assistant	C-333	6	Est.	24-405
<u>(Corporate Order Acceptance)</u>				
Modification Clerk	C-335	Rev. 6		24-464
Production Control				
<u>(Primary Scheduling)</u>				
Steel Provider Scheduler	C-563	11		24-420
(Prim. Mills & C.C.) Scheduler	C-513	9		24-782
Shipper	C-602	9	Est.	24-830
Product Control Assistant	C-333	6	Est.	24-838
<u>(Plate & Wide Strip Fin. Sched.)</u>				
Shipper Scheduler	C-512	9		24-753
Shipper Scheduler	C-602	9	Est.	24-755
Stock Expediter	C-389	8		24-750
Shipper Scheduler	C-390	Rev. 7		24-744
<u>(Shipping)</u>				
Order Expediter	C-570	7		24-746
Product Control Assistant	C-333	6	Est.	24-756
<u>(Plate & Strip</u>				

<u>Primary Sched.)</u>				
Expediter	C-56 1	11		24-789
Steel Provider	C-563	11		24-42 1
Scheduler	C-602	9	Est.	24-784
Shipper, Scheduler	c-517	8		24-786
(106"/166" Mill) Product Control Assistant	C-333	6	Est.	24-785

(Cold - Rolled
Strip

Scheduling)

Expediter	C-55 1	Rev. 11		24-682
Shipper	C-556	9		24-693
Scheduler-	C-384	9		24-647
Shipper (U.P.) Scheduler	C-602	9	Est.	24-68 1
Shipper Scheduler	C-552	7		24-684
Stock Expediter	C-364	7		24-686
Order Expediter	c-570	7		24-695
Product Control Assistant	c-333	6	Est.	24-683

**Shipping
Control**

(Shipping
Services).

Scheduler	C-602	9	Est.	24-760
Shipper Shipment Expediter	C-348	Rev. 7		24-1513
Product Control Assistant	C-333	6	Est.	24-76 1

(Manifest:
Services).

Manifesting	C-135	9	Est.	24-512
Weighman Product Control Assistant	C-333	6	Est.	24-555

**Product
Control
Data Control
Centres**

Data Control

Centre - C.R.S.)

Data Edit Clerk	C-053	6		24-819
Data Edit Clerk -	C-057	7		24-825

(P&S Fin.)

(Data Control
Centre -

Prim Prod .)

Sr. Production Clerk C-080 24-8:3 1

Data Edit Clerk c-332; 24-8:33

**SENIORITY
GROUP 2
COMPUTER
SERVICES**

Computer Operator (Multi-Programming) c-059 12 27-I 22

Librarian c-052 Rev. 6 27-I 23

**SENIORITY
GROUP 4
OPERATIONS
ACCOUNTING
(Cost**

Accounting)

Product Cost Clerk **C-002!** Rev. 8 23-032

(Invoice)

Payments).

Payment Clerk **c-015** 5 23-043

(General
Accounting

Ledger Clerk **c-003** Rev. 6 **23-058**

Inventory Clerk c-004. Rev. 6 **23-060**

Ledger Clerk Typist-Clerk (Job not filled) C-038 **4** **23-067**

(Hourly Payroll).

Rate Clerk C-069 Rev. 8 * 23-120

General Payroll Clerk C-060 Rev. 5 23-114

Deduction Clerk C-062 4 23-106

/Invoice
Approval)

Invoice Clerk **c-01 0** Rev. 8 23-048

**SENIORITY
GROUP 5
DEPARTMENT
CLERICAL,
Cokemaking**

Sr. Production Clerk C-190 Rev. 7 51-024

Construction

Posting Clerk (Renamed Clerk) c-452 26-003

Employee

Relations

Employment Clerk C-262 Rev. 5 21-666

Field Forces

Typist-Clerk C-270 4 38-029

Ironmaking

Production Clerk C-170 6 53-070

Utilities

Senior Clerk c-217 7 32-042

Plate & Strip

Senior Clerk C-463 6 66-024

Steelmaking

Statistics Clerk (Senior) C-322 Rev. 6 59-039

Statistics Clerk (Job not filled) c-491 Rev. 5 58-039

Material

Handling

Stock Control Clerk c-155 Rev. 8 57-1 00

D.S.P.C.

Department Clerk C-631 6 Est. 62-350

Stationery

Clerk - Inventory c-143 Rev. 8 27-520

Printer C-146 5 27-536

Purchasing

Expediter	C-482	Rev. 8		22-873
<u>Traffic</u>				
Freight Rate Clerk	c-43 1	Rev. 8		22-229
Stenographer	c-433	4,	*	22-209
Typist Clerk	c-435	Rev. 4,	*	22-245
<u>Stores</u>				
Stock Control Clerk	C-155	Rev. 8		22-418
Receiving Clerk	C-I 61	4		22473
Department Clerk	C-I 62	4		22-435
Clerk -- Inventory	C-I 431	Rev. 8		22-4'19
<u>Maintenance Clerk</u>				
Shops	c-294,	4		3 I-024
<u>Masonry</u>				
Senior Clerk	C-185	7		42-175
Clerk	C-I 86	Rev. 4		4,2- 176
<u>Corporate Taxes</u>				
Sr. Clerk - Customs & Sales Tax Clerk	C-626	Rev. 9		23-274
	C-472	Rev. 5		23-276
<u>Maintenance Clerk (Scheduling)</u>				
Mtce. Clerk -- Auto Repair	c-293	6		30-047
Mtce. Clerk -- Shops	c-293	6		31-026
Mtce. Clerk- Field Forces (Mtce.)	C-293	6		38-116
Mtce. Clerk - Bricklayers	C-293	6		42-174
Mtce. Clerk -- Cokemaking	C-293	6		36-243
Mtce. Clerk -- Ironmaking	C-293	6		36-322
Mtce. Clerk - #2 BOSP	C-293	6		36-387
Mtce. Clerk -	c-293	6		36-592

Plate & Strip Mtce. Clerk - Cold Roiled Strip	c-293	6		36-745
Mtce. Clerk - Mobile Mtce Electrical	c-293	6		36-813
Mtce. Clerk - Power & Services	c-293	6		35-176
Mtce. Clerk - Elect. Repair Shop	c-293	6		35-217

**SENIORITY
GROUP 6
QUALITY
CONTROL**

<u>(Inspection)</u> Clerk - Physical Test	c-31 9	Rev. 8		28-446
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<u>(Metallographic Lab)</u> Clerk (Physical Test Lab)	c-303	4		28-143
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POOL JOBS

<u>Cold Rolled Strip</u> Clerk	c-230	4		77-025
Finishing Clerk	c-231	Rev. 4		77-297

<u>Utilities</u> Clerk: (Fuel)	c-215	4		32-041
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<u>Engineering</u> Typist Clerk	c-212	Rev. 4	*	26-293
White Print Machine Operator	c-211	2		26-327

<u>Maintenance Control</u> Stenographer	C-267	4	*	45-027
Clerk	C-272	4	Est.	45-036

<u>Electrical, Maintenance</u> Clerk	C-271	4	Est.	35-026
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<u>Maintenance</u>				
Clerk	C-271	4	Est.	36-027
Typist Clerk	C-270	4		36-029

<u>Maintenance</u>				
<u>Clerk</u>				
Mtce. Clerk - Auto Repair	c-294	4		30-046

<u>Electrical</u>				
Mtce. Clerk - Power & Serv. (not filled)	c-294			35-168
Mtce. Clerk - Elect. Repair Shop	c-294			35-2014

<u>Mechanical</u>				
Mtce. Clerk - Cokemaking	c-294	4		36-242
Mtce. Clerk - Ironmaking	c-294	4		36-3414
Mtce. Clerk - #2 BOSP	c-294	4		36-388
Mtce. Clerk - Plate & Strip	c-294	4		36-591
Mtce. Clerk - Cold Rolled Strip	c-294	4		36-744
Mtce. Clerk - Mobile Mtce	c-294	4		36-812

<u>Field Forces</u>				
Maintenance Clerk	c-294	4		38-115
Mtce Clerk - Crane Repairs	C-294	4		38-764
Maintenance Clerk	c-294	4		38-448

<u>Medical</u>				
Stenographer- Receptionist	C-236	4	*	21-312

<u>Operations</u>				
<u>Accounting</u>				
Extension Checker	C-476	Rev. 4		23-047

Plate and Strip

Prod. & Ship. Clerk (Not filled) Clerk	C-462 C-461	4 4		64-040 66-023
<u>Purchasing</u>				
Order Entry Clerk	C-475	Rev. 4	*	22-849
<u>Quality Control</u>				
Clerk (Customer Service)	C-254	4		28-094
Data Entry Clerk (Not filled)	C-334	4		28-035
<u>Stationery</u>				
Mail person	c-154	4		27-677
Printing Room Helper	C-147	Rev. 4		27-544
Typist Clerk (Corp. Records)	C-109	Rev. 4		27-503
<u>Stores</u>				
Records Clerk:	c-157	4	*	22-434
<u>Telephone, Switchboard & Communication</u>				
S Telephone Attendant	C-237	3		27-663
<u>Transportation</u>				
Clerk	C-426	4		37-404
<u>Unfinished Parts</u>				
Clerk	C-233	4		78-050

ADDENDUM B BRICK LAYERS

ARTICLE 5

5.00 Sixty per cent of the bricklayers force will normally be scheduled Monday through Friday, and 40 per cent of the bricklayers force with less service than the aforementioned will be scheduled to included Saturday and Sunday. In the event that 40 per cent provides more bricklayers than there is work available, the schedule may be changed so that the number of bricklayers in excess of those required would take Sunday off and work on one or the other of their scheduled days off during the week; every effort will be made to have days off consecutively.

Schedules may be adjusted after consultation with the Union

1. To conform to the above the week following an increase or decrease in the workforce.
2. For unforeseen events if an insufficient bricklayer force is scheduled on Saturday and Sunday.

5.01 Where practicable, bricklayers (plastics) work will be assigned to the junior employee on the shift at the time such work arises. In the event such work is required for a full week, the most junior employees on roll will be scheduled for such work

5.05.10 Whenever practical, laid off employees will be recalled- in accordance with Article 7.11 . 10, before extra shifts are worked.

5.05.40 Employees on hot jobs who are relieved on the job and marked "last off" on the crew sheet shall receive a special allowance equal to one-half hour at the rate of time and one-half for ten minutes overtime worked plus twenty minutes cool-off period. Cards shall not be punched out prior to twenty minutes past the hour.

ADDENDUM C WELDED BEAM

ARTICLE 5

5.01.10 Employees shall have the last 10 minutes prior to the end of the shift 20 wash up.:

5.06.10 Overtime rates shall be paid to an employee for hours worked

1. in excess of 8 hours, or
2. in excess of 8 hours in a 24 hour period, or
3. in excess of 40 hours in a work week, or
4. on his **day** off as designated on his most recent schedule posted under Article 5.02.10 of the Main Agreement

The Company may change an employee from one shift to another due to operational requirements without payment of overtime rates as required under Article 5.06.10 (2) but not more than once per week, and where an employee is permitted by the Company to change from one shift to another at his own request, the provisions of Article 5.06.10 (2) shall not apply.

5.07.10 The Company shall make every reasonable effort to obtain volunteers for overtime work. An employee may agree to work overtime or the Company may require an employee to work overtime in the cases of work urgently required to be done to machinery or plant, or which **is necessary to avoid** serious interference with the ordinary working of the plant.

An employee will not be required to work overtime where he informs the company of a compelling personal reason for refusing, employees will not engage in concerted refusals.

Overtime will first: be offered to available employees scheduled on the job concerned in that week and as far as possible shall be equitably distributed. A report showing the hours recorded for each employee shall be posted weekly and a copy given to the union.

6.0220 Notwithstanding the provisions of Article 5.06.10 the Company agrees to pay a premium rate for a shift scheduled to replace a shift that would have been otherwise scheduled on a day on which a statutory holiday falls. Provided that:

- (A) The plant manager has met with the union executive, no later than four weeks prior to the week in which the statutory holiday falls, to advise them of the Company's intention to work an alternate shift, and
- (B) The Union executive has agreed to cooperate in ensuring that employees are available to work the alternate shift.

14.05.10 Where an employee is on vacation and a statutory holiday falls during the period of the vacation, the employee will be granted one (1) additional day of vacation in lieu of the statutory holiday.

ADDENDUM "D" OLD UTU

Scheduling and Seniority

11.01 The following definitions refer to the use in Article 11 of the words as defined:

- a. "Qualified" means an employee who has passed the necessary qualifying examinations.
- b. "Promoted" means an employee who has passed the necessary qualifying examinations and has been placed on the appropriate seniority list.
- c. "Assignment" refers to a crew with designated scheduled days off.
- d. "Job" refers to one or more assignments' grouped and rotating together and normally working in predetermined general areas of work. However, this does not limit in any **way** the area any crew may be required to operate.

11.02 An employee shall become established in accordance with Article 7.02 of the main agreement.

11.03 In determining seniority for the purpose of dealing with any of the situations hereinafter described, all of the following factors shall be considered:

- continuous service,
- ability to perform the work, and
- physical fitness.

11.04 Employees shall be examined for promotion according to seniority and those passing the required examination shall be given certificates of qualification and shall be placed on the Conductor/Operator seniority list as of the date of such qualification subject to the following rules:

- No employee shall be deprived of his right to promote in accordance with his seniority because of authorized absence or illness.
- The Company will attempt to insure that sufficient employees are trained on higher jobs so that overtime worked on them will be kept to a minimum..

11.05 All assignments will be based on a six month period and will be effective from the first Sundays in May and November. During the three weeks preceding the effective dates, employees will be entitled to exercise their preference for assignments in accordance with their seniority on the occupation concerned.

- a. In the event of an increase in force or a vacancy which is known to exceed 28 days, employees will be allowed to exercise their preference for those jobs by advising management during the week in which the vacancy occurs.
- b. Unless otherwise notified, if an employee is absent due to illness, accident, leave of absence, vacation days off during the whole of the period when:
 - 1) the board is open for assignment selection, or
 - 2) an increase in force has taken place, or
 - 3) a reduction has taken place, he may, on his return, indicate preference of assignment in accordance with the applicable provisions of this article.

- c. An employee on an assignment must remain in that assignment for at least 28 days, except as otherwise stated in this article. Following this period, he may exercise his seniority by moving to a new assignment but must displace the junior employee on that job or a junior employee on an assignment with Saturday and Sunday off. However, no bumping of this nature shall take place for 28 days after the opportunity has been open or during the month of November or December, or one week prior to any board opening.
- d. Daily lists showing the names of the employees assigned to all jobs shall be posted by Thursday of the preceding week where practical, but in any event not later than Friday noon of the preceding week.
- e. Where it is agreed that there is an error in an assignment, to avoid loss of time and wages to the employees affected by the error, the committee shall be permitted to cooperate with the person in charge of scheduling in rectifying the error.
- f. When arranging work schedules, an employee's two days off per week shall be consecutive whenever practical.

11.06 In the event of a reduction in force or a change in scheduling of hours, days off, etc. of any job, that will be open for selection by all employees, providing such change is known to be for a period in excess of two weeks. Employees on the job concerned will be permitted to bump employees who are junior to them in the seniority list in accordance with the following rules:

- a. Employees affected must indicate their preference of assignment within 32 hours of the notice of the reduction of force.
- b. Other employees displaced as a result of the application of (a) above must indicate preference of assignment within the following 24 hours after each succeeding bump,
- c. Those displaced employees indicating a preference of assignment by 4:00 p.m. Thursday will be scheduled on these assignments effective 12:01 a.m. the following Sunday or the shift starting closest thereto.
- d. Until such permanent assignments are effective, for the purpose of work opportunity, employees affected by reduction will be temporarily placed on the assignment held by junior employees.
- e. Any job moved out of the blast furnace area on account of reduction in iron production, the employees affected will be entitled to exercise their seniority on any other job subject to (a) and (b) above, provided that the reduction is for at least one work week.

11.07

- a. In the case of reduced operations of less than one week duration or reduced operation prior to and after a statutory holiday, reduction shall be made on, the basis of the junior employees on each day provided it does not result in an overtime shift. A senior employee so displaced shall have the right to exercise his seniority on his scheduled occupation on the same shift, or on the lowest occupation on any shift on the same day. Junior employees so displaced will be considered senior on the spare board for the days concerned and for their two days off during the week in question in order to make up time lost as a result of the reduction in operations.
- b. In the event of a reduction during a shift, where practical the employee displaced will replace the junior employee in that occupation on shift with the same starting time or if extra shifts are being worked at the time he will replace the last employee

called for an extra shift, The junior employee on a regular shift so displaced where practical may exercise his seniority on the next lower rated occupation for the balance of the shift,

- c. Employees shall be recalled following a layoff or for any other reason in order of their seniority.
- d. An employee shall be considered to have been notified of recall if he is told personally or is called by telephone at the most recent local telephone number shown in the records of the Company at the Company's Employment Office and, in addition, be notified of recall by a registered letter mailed to his last address in the records of the Company at the Company's Employment Office.
- e. Employees recalled may apply for art extended leave of absence, which will be granted at the sole discretion of the Company and provided there are qualified junior employees available. Copies of the completed leave of absence form shall be sent to the Union.

11.06 Where an additional shift has been added to a job working one shift per day, the existing crew will be allowed to work day turn one additional week after which shifts must be rotated as usual.

Article 14

Scheduling Vacations

- a) The Company shall be entitled to determine the time when an employee shall take vacation having in mind that the principle of seniority shall, as far as possible, be applied in arranging vacation schedules.
- b) Senior employees shall, in order of seniority, book three weeks vacation only on the first opportunity with not more than 2 weeks in "Prime Time" as defined in Article 14.05.20 of the Main Agreement. Once all employees have had the opportunity to book three weeks each they will then have the opportunity to book the remainder of their vacation entitlement in the available openings with not more than a total of four weeks in "Prime Time". All vacations will start on the employees' days off.
- c) Between December 1st and December 31st of each year, the Company shall post in the department a vacation schedule notice on which each employee may indicate the time he wishes to take his vacation. The notice shall remain posted for ten consecutive days and the vacations of employees who do not indicate any preference shall be scheduled by the Company at any time. The operational requirements shall govern vacation schedules, but preference shall be given to employees in accordance with their Unit List seniority where vacation periods requested conflict. The vacation schedule for the department shall be posted on or before January 15 of each year, but shall be subject to changes made necessary by operational problems and personal requests.
- d) When a vacation period previously scheduled has been canceled, employees may apply for such vacation period and the senior employee on the applicable seniority list, will be allowed to fill such vacancy provided that no employee will be entitled to more than four weeks in prime time until all others have had the opportunity to have four weeks.
- c) The Company and the (Union agree on the principle that eligible employees must take vacations but in the event that the Company is unable to release an employee for vacation, the employee will be paid whatever amount may be due him for

vacation pay on account of service and earnings during the previous calendar year in lieu of vacation not taken.

ADDENDUM E

It is agreed that the Collective Agreement dated 1992 to 1996 between the Tube Division of Algoma Steel inc. and United Steelworkers of America, on behalf of Local Union 5595, is supplemental to this agreement and incorporated in full as Addendum E.

It is agreed that if, in the future, Algoma Steel Inc. undertakes to restart the operations of the Tubular Business Unit the 1992 - 1996 Collective Agreement for the former Local 5595 will be used as a basis for inclusion into the Local 2251 Collective Agreement in the same manner as the former Locals 4509, 29, 2288, and 917 were included.

PENSION AGREEMENT
MADE: THIS 1st DAY OF JUNE, 1995
AS AMENDED FEBRUARY 1, 2000

BETWEEN

ALGOMA STEEL. INC.

AND

THE UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITSELF AND ITS LOCAL 2251
(hereinafter referred to as the Union)

**PENSION AGREEMENT
MADE: THIS 1ST DAY OF JUNE:, 1995
AS AMENDED FEBRUARY 1, 2000**

Between

ALGOMA STEEL INC.

and

**LOCAL UNION 2251
UNITED STEELWORKERS OF AMERICA**

WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

1.01 When used herein:

- a. "Base Earnings" means Credited Earnings up to a maximum of 150% of one-twelfth of the average Yearly Maximum Pensionable Earnings (as established for each year by the Canada Pension Plan) in the three calendar years ending with the calendar year in which the Member ceases to be an Employee.
- b. "Board" means a Medical Board established pursuant to Article 8.07.
- c. "Committee" means the Joint Administrative Committee established pursuant to Article 8.02.
- d. "Company" means Algoma Steel Inc.
- e. "Continuous Years" means years since an employee's most recent date of employment with the Company without regard to temporary suspensions of employment and periods of layoff.
- f. "Credited Earnings" means the Member's average bi-weekly Earnings during the 130 consecutive pay periods in which his Earnings were greatest. For the purpose of determining the Credited Earnings of a part-time Employee.

his monthly Earnings while a part-time Employee shall be equal to the Earnings he would have received in a month of full-time Continuous Service.

- g. "Credited Service" means service as determined pursuant to Article 6 adjusted to the nearest one fourth of a year at time of retirement, except that for purposes of Article 3.05(b)(ii) ii: shall be adjusted to the nearest one-twelfth of a year at time of retirement.
- h. "Disability", for the purposes of determining eligibility for a Disability Pension pursuant to Article 3,03(a), means a physical or mental impairment which prevents the Member from engaging in any employment for which he is reasonably suited by virtue of his education, training or experience and that can reasonably be expected to continue for the remainder of the Member's lifetime and which is determined to exist by the Company based on the written report of a medical doctor licensed in Canada or where the Member resides.

"Disability", for the purpose of determining eligibility for disability pension accrual pursuant to Articles 6.04 and 6.03(a), means a physical or mental impairment which prevents the Member from performing any duties of employment in his bargaining unit or other duties he may reasonably be assigned, and which is determined to exist by the Company based on the written report of a medical doctor licensed in Canada or where the Member resides.

"Earnings" means:

- a) basic straight time hourly earnings and any production bonus or incentives paid by the Company to the Member. Vacation converted to pay, vacation bonus, annual and periodic bonus such as profit sharing (other than production bonus or incentives), overtime pay, shift and Sunday differential and any non-cash benefits shall not be included in Earnings.
- b) In respect of a period of Continuous Service during which the Member receives a reduced salary or no salary, Earnings upon which benefits under the Plan are based shall include "compensation" as prescribed under the Income Tax Act. For greater certainty:
 - i) While in receipt of short or long term disability benefits from the Extended Health Benefit Plan or disability benefits under Workers' Compensation legislation, the Member shall be deemed to be in

receipt of Earnings equal to the average rate of Earnings received in the best 130 consecutive pay periods (or all pay periods if the Member has fewer than 130 pay periods) prior to becoming disabled.

- ii) While on an unpaid maternity/parental or approved leave of absence pursuant to Article 6.03, or temporary layoff, the Member shall be deemed to be in receipt of Earnings equal to the rate of Earnings received immediately prior to such leave or layoff.
- j. "Employee" means an employee of the Company in a job which is in the bargaining unit for which the above named Union is the bargaining agent
- k. "Member" means an Employee or former Employee who is a member of the plan pursuant to Article 2.01 and who remains entitled to benefits from the Plan.
- l. "Normal Retirement Age" means age 65 years.
- m. "Plan" means the pension plan established by this agreement which shall be known as The Non-Contributory Pension Plan Covering Hourly Paid Bargaining Unit Employees of Algoma Steel Inc.
- n. "Spouse" means, on and after April 23, 1998, either:
 - i) a person who is legally married to the Member at his death or retirement and from whom he is not living separate and apart at his death or retirement; or
 - ii) a person of the same or the opposite sex with whom the Member had cohabited in a conjugal relationship for at least twelve months immediately prior to the Member's death or retirement; or
 - iii) a person of the same or the opposite sex with whom the Member had cohabited in a conjugal relationship of some permanence, if they are natural or adoptive parents of a child, and if they were so cohabiting immediately prior to the Member's death or retirement.

Prior to April 23, 1998, "Spouse" means a person of the opposite sex of the Member who meets one of the criteria set forth in this Article 1.01 (n).

In any event, where a conflict exists between a legally married Spouse and the common-law Spouse for benefits under this plan, precedence will be

given to the person cohabiting with the Member immediately prior to his death or retirement. Under no circumstances will there be a duplication of benefit payments to more than one Spouse.

Evidence of a common-law relationship shall be presented to the Company by signed and sworn affidavits of the Member and common-law Spouse in the event of the Member's retirement, or by signed and sworn affidavits of the common-law Spouse and one other witness not related to the common-law Spouse, upon the Member's death.

Notwithstanding the foregoing, the rights of the Spouse as set forth in this document shall apply only to the extent permitted under the Income Tax Act. If a Spouse is entitled to a benefit or a form of payment of such benefit under this Plan which cannot be provided in accordance with the Plan terms due to restrictions under the Income **Tax** Act, the Spouse shall receive the benefit or its commuted value in a form that is determined by the Company at its discretion and is permitted under the Income Tax Act and the Pension Benefits Act.

- o. "Trust" means the trust or trusts established pursuant to Article 9.01 and shall have a fiscal year ending on each December 31 st.
- p. "Union" means Local Union 2251, United Steelworkers of America.

11.02 Where necessary herein the masculine pronoun shall be construed to include the feminine pronoun.

ARTICLE: 2

MEMBERSHIP

2.01 Membership in Plan

Except for a pensioner re-employed under Article 2.03 **an** Employee shall become a Member

- a. on the effective date of the plan if he is an Employee on that date, or,

- b. on the first day of the month following his date of employment with the Company.
- c. on the date of transfer to a job in the Local 2251 bargaining unit from another position in the Company in which he was not an Employee as defined herein if the transfer occurs on the first **day** of the month, otherwise on the first day of the following month..

An Employee who is granted a leave of absence in accordance with the Labour Agreement shall continue to be a Member of the Plan but, except as provided in Article 6.03(b) or (c), during the period he is on such leave he shall not accrue any Credited Service.

2.02 Termination of Membership

1. A Member entitled to benefits under Article 4.01, shall cease to accrue Credited Set-vice:

- a. on his retirement date, or
- b. on the day on which he dies, or
- c. on the day on which his employment is terminated, or
- d. on the last day of the month in which he is promoted or transferred by the Company to a position with the Company in which he is not an Employee as defined herein,

whichever first occurs.

2. A Member not entitled to benefits under Article 4.01 shall **cease** to be a Member:

- a. on the day on which he dies, or
- b. on the day on which his employment is terminated, or
- c. on the last day of the month in which he is promoted or transferred by the Company to a position with the Company in which he is not an Employee as defined herein.

whichever first occurs

2.03 Re-employment of Pensioner

Notwithstanding Article 2.01, if a pensioner other than a person retired under Article 3.03(a), is rehired on or after January 1, 1992, he shall continue to receive his pension after the date of rehire and he shall not accrue further Credited Service under the Plan after his date of rehire.

2.04

Effective August 1, 1996 the assets and liabilities of the Retirement Pension Plan for Bargaining Employees of Algoma Contractors Limited (the Contractors Plan) became assets and liabilities of this Plan. Benefits of the Contractors Plan are not changed in any way, and the rules for determining those benefits are the same as the rules of this Plan. Accordingly, effective August 1, 1996 the benefits of all former members of the Contractors Plan shall be determined in accordance with this Plan.

ARTICLE: 3

PENSION BENEFITS ON RETIREMENT

3.01 Normal Retirement

Effective January 1, 1994 a Member shall retire on the first day of the month following the month in which he reaches Normal Retirement Age. A Member who attains age 65 prior to January 1, 1994 shall retire on the first day of the month following the month in which he reaches Normal Retirement Age or on the first day of each of the succeeding 36 months as he may elect.

3.02 Early Retirement

Subject to Article 3.04. a Member shall have an option to retire on the first day of the month following the month in which he:

- a. accumulates 30 years of Credited Service, or

b. reaches age 55

or on the first day of any succeeding month prior to the month in which he reaches Normal Retirement Age and the date of such retirement shall be such Member's early retirement date.

3.03 Disability Retirement

(a) **For Disabilities₁ Commencing or before December 31, 1995:**

Subject to Article 3.04, a Member whose Disability commenced on or before December 31, 1995 and who does not qualify for an unreduced pension and who has had an uninterrupted absence from work for a period of 52 or more weeks for which he has received benefits under the Extended Health Benefit Plan or Workers' Safety Insurance Board Act as a result of an injury occurring while working for Algoma Steel Inc., and who is then found to be disabled within the meaning of Article 1 .01 (h), shall have an option to retire on the first day of the month following such 52 week period, providing he is no longer receiving WSIB payments or its equivalent of full compensation benefits, and the date of such retirement shall be such Member's disability retirement date,

(b) **For Disabilities Commencing or after January 1, 1996:**

A disabled Member, whose Disability commences on or after January 1, 1996 and to whom Article 3.03(a) would otherwise apply, will not be eligible for Disability Retirement and will continue to accrue Credited Service under Article 6.03 provided he qualifies for, and is in receipt of, Long Term Disability benefits under Article 3.07(b) of the current Extended Health Benefit Agreement between Algoma Steel Inc. and Local Union 2251 U.S.W.A.

3.04 Election of Retirement

When a Member wishes to retire pursuant to Article 3.01 before he has reached age 65, or when a Member has an option to retire pursuant to Article 3.02 or 3.03, the Member may elect to retire only by submitting an election of retirement to the Company in the form provided at least two calendar months prior to the intended Normal, Early or Disability retirement date of such Member.

3.05 Amount of Pension

a) Basic Pension for Retirement Occurring Before August 1/1999

A Member who retires from active service under Articles 3.01 or 3.02, after July 31, 1998 and before August 1, 1999, shall be entitled to receive a monthly Basic Pension which shall be an amount equal to \$48.00 multiplied by his years of Credited Service to a maximum of 35 years of Credited Service.

b) Basic Pension and Bridge Pension for Retirement Occurring After July 31, 1999 _____

Effective ,for Members who retire from active service after July 31, 1999 a Member shall receive a monthly Basic Pension in accordance with Article 3.05(a) plus a monthly Bridge Pension in accordance with Article 3.08(a), except for that Credited Service occurring after July 31) 1999 the Member shall receive either:

- i) the amount: of Basic Pension and Bridge Pension calculated under Articles 3.05(a) and 3.08(a), for Credited Service occurring after July 31, 1999; or
- ii) Basic Pension of 1.35% of the Member's Credited Earnings multiplied by his years of Credited Service occurring after July 31, 1999 plus a Bridge Pension calculated in accordance with Article 3.08(b)(ii),

whichever is greater or whichever the Member elects, reduced as provided in Article 3.08(e), provided however, that the total Credited Service under (a) and (b) cannot exceed 35 years. Where a Member would have more than 35 years, the last 35 years shall apply.

c) Retirement After L.T.D

A Member who retires after receipt of Long Term Disability (L.T.D.) under Article 3.03(b), will receive a monthly Basic Pension at the benefit level in effect on the date that his L.T.D. benefits commenced except that for purposes of Article 3.05(b)(ii) the monthly pension is determined in accordance with the benefit level in effect at the date of retirement.

3.06 Indexing of Basic Pension

For those who retire from active service after July 31, '1 998 who have been retired for at least 24 months and who are at least 55 years of age, additional pension payments shall be payable on August 1st of each year. The amount of additional Basic Pension payments shall be determined as a percentage of:

- a) the Basic Pension or portion of the Basic Pension paid to the Member which is equal to \$ 48.00 multiplied by his years of Credited Service to a maximum of 35 years of Credited Service, adjusted for any optional form of pension elected or deemed elected and! if applicable, reduced for early retirement pursuant to Article 3.08(e); plus
- b) the increases previously granted to the Member under Article 3.06.

The percentage which determines the amount of additional pension payments shall be 80% of the percentage increase in the Consumer Price Index in the immediately preceding calendar year to an annual maximum of 3%. The percentage increase will be calculated by comparing the annual "All Canada All Items Consumer Price Index" for such calendar year with the annual index for the prior calendar year using the 1981 equals 100 index. A Joint and Survivor (J&S) **Pension** elected in accordance with Articles 3.10 and 3.11 of this agreement by a Member retiring after July 31, 1990 will also be eligible for indexing upon payment to the surviving spouse.

3.07 Duration of Pension

A monthly pension payable pursuant to Article 3.05 shall be paid on the Member's retirement date and on the first day of each succeeding month during his lifetime. unless the Member elected Disability Retirement pursuant to Article 3.03(a) and his condition later improves prior to attaining age 58, so that he no longer has a Disability, in which case the payment of such pension shall be discontinued, and, if not rehired, the provisions of Article 3.02 or 4.01 shall apply.

3.08 Early Retirement

- a) Bridge pension for Retirement Occurring Before August 1, 1999

A Member who retires under the Early Retirement provisions of Article 3.02 or Disability Retirement provisions of Article 3,03(a) after July 31, 1996 and before

August 1, 1999 shall be entitled to receive a Bridge Pension payable on the Member's retirement date and on the first day of each succeeding month, during his lifetime, up to but not beyond the end of the month in which age 65 is reached. The amount of this Bridge Pension shall be \$ 20.00 multiplied by his years of Credited Service up to a maximum of 30 years of Credited Service.

b) Bridge Pension for Retirement Occurring After July 31, 1999

Effective for Members who retire from active service under the Early Retirement provisions of Article 3.02 or Disability Retirement provisions of Article 3.03(a) after July 31, 1999, a Member shall receive a Bridge Pension in accordance with Article 3.08(a), except that for Credited Service occurring after July 31, 1999 the Member shall receive either:

- i) if Article 3.05(b)(i) applies, the amount calculated under Article 3.08(a) for Credited Service occurring after July 31, 1999 as provided in Article 3.05(b)(i); or
- ii) if Article 3.05 (b)(ii) applies, a Bridge Pension of 0.6% of the Member's Base Earnings multiplied by his years of Credited Service occurring after July 31, 1999,

reduced as provided in Article 3.08(e), provided however, that the total Credited Service under (a) and (b) cannot exceed 35 years. Where a Member would have more than 35 years, the last 35 years shall apply.

(c) Retirement After L T.D

A Member who retires after receipt of Long Term Disability (L.T.D.) under Article 3.03(b) will receive a monthly Bridge Pension at the benefit level in effect on the date that his L.T.D. benefits commenced except that for purposes of Article 3.08(b)(ii) the monthly pension is determined in accordance with the benefit level in effect at the date of retirement.

d) Minimum Pension

Effective August 1, 1996, a Member with 30 or more years of Credited Service retiring from active service under Article 3.02(a) after July 31, 1996 whose unreduced combined pension benefit under Articles 3.05 and 3.08 prior to any adjustment for joint and survivor pension is less than \$2,000.00 per month, will receive an additional Minimum Pension Supplement to bring him to the \$2,000

minimum total. This Minimum Pension Supplement will be paid from retirement to the end of the month in which age 65 is reached.

e) Reduction

If a Member elects pursuant: to Article 3.02 to receive a pension prior to his normal retirement date his Basic Pension and his Bridge Pension shall be reduced as follows:

- i) for the amounts paid in accordance with any of Articles 3.05(a), 3.05(b)(i), 3.08(a) and 3.08(b)(i), by 1/2% for each complete month by which his Early Retirement Date precedes his 58th birthday, except that the reduction will not apply if the Member has 30 or more years of Credited Service, regardless of age; and
- ii) for the amounts paid in accordance with Articles 3.05(b)(ii) and 3.08(b)(ii), by the lesser of:
 - 1. 0.25% for each complete month by which his pension commencement date precedes his 62nd birthday, plus an additional 0.25% for each complete month by which his pension commencement date precedes his 59th birthday; or
 - 2. 1/3 of 1% for each complete month by which the sum of his attained age and Credited Service at pension commencement date is less than 85 years, except that no reduction shall apply if the Member's Credited Service at pension commencement date is at least 35 years. For this purpose Credited Service includes credited service under any other pension plan sponsored by the Company.

If Disability Retirement is elected under Article 3.03(a) the Bridge Pension calculated in accordance with the foregoing shall not be reduced as aforesaid but shall instead be reduced by the amount payable to such disabled Member pursuant to the Canada Pension Plan, R.S.C. 1970 C.C.-5 as amended or any federal or provincial legislation replacing or supplementing such act, in respect of the later of the month in which he retires or the month such government benefit is authorized into pay.

f) Maximum Pension

Notwithstanding the above, for a Basic Pension that commences on or after January 1, 1992. if the sum of the Member's age and his years of Credited Service does not

total at least 80, and if his pension commencement date precedes his 60th birthday, the Basic Pension accrued or granted on or after January 1, 1992 pursuant to Article 3.05 shall be reduced by the greater of the applicable reduction set out in (e) above and 1/4 of 1 % for each complete month by which his pension commencement date precedes the earliest of his attainment of age 60, the date on which he would have attained 30 years of Credited Service, and the date on which the sum of his age and Credited Service would total 80 if employment had continued.

The Bridge Pension accrued or granted after 1991 pursuant to Articles 3.08 and 3.09 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan and the maximum Old Age Security pension, both payable to individuals age 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of Credited Service and further reduced by 1/4% of 1% for each complete month by which his pension commencement date precedes his attainment of age 60.

g) CPP Release of Information

Notwithstanding any provision of this article, where the recipient of a Disability Pension payable pursuant to this plan fails within 90 days of a request by the Company to authorize the release of information respecting any current pension being received by such disabled recipient pursuant to the Canada Pension Plan, R.S.C. 1970 C-C.-5 as amended, or any federal or provincial legislation replacing or supplementing such act, the payment of the Bridge Pension set forth in this article shall be suspended until such entitlement is re-established.

3.09 Special Supplemental increase

For those who retire from active service on or after August 1, 1990 and who have not attained the age of 53 years at retirement, provide a special supplemental increase of \$2.00 to the amount provided for in Article 3.08. Such special increase shall commence 24 months from date of retirement and shall cease at the end of the month in which the retiree reaches age 55.

3.10 Joint and Survivorship Option

A Member with a spouse at retirement date shall be deemed to have elected to receive a joint and survivor pension pursuant to which a reduced Basic Pension is

payable to the retired Member for the balance of his lifetime and after his death, a pension is payable to his Spouse, if she survives him, equal to 60% of the reduced lifetime pension as calculated in Article 3.05. The cost of this joint and survivor pension shall be calculated according to the table affixed as Appendix "A" to this agreement.

A Member and his Spouse may jointly elect to receive the form of pension specified in Article 3.07, or a joint and survivorship pension providing less than a 60% survivor benefit to the Spouse upon the Member's death, by filing the waiver form prescribed pursuant to the Pension Benefits Act of Ontario, or a certified copy of a domestic contract in which the Spouse has waived rights to the joint and survivor benefit, with the Company within the twelve month period prior to pension commencement.

A Member who retires pursuant to this Article may elect to receive any pension **payable** on a joint and survivorship basis with his Spouse, pursuant to which a reduced pension is payable to the retired Member for the balance of his lifetime. This joint and survivorship option shall be subject to the conditions established in Article 3.11 and calculated according to the table which is affixed as Appendix "A" to this Agreement.

3.17 Election of Joint and Survivorship Option

Election of a joint and survivorship option shall be subject to the following rules:

- a. If Normal, Early or Disability retirement is elected this option shall become effective on the Member's retirement date.
- b. The joint and survivorship option must be elected at least one calendar month prior to the effective date of the option.
- c. A joint and survivorship option shall be revoked automatically in the event of the death of the Member or the designated Spouse prior to the effective date of the option. On and after the effective date this option shall be irrevocable.

3.12 Salaried Plan Benefits - Transfer of Employment

If an Employee transfers from employment with the Company in respect of which he accrued benefits under the Salaried Plan, the liability and the commuted value for those previously accrued benefits under The Algoma Steel Inc. Salaried Employees Pension Plan shall be transferred from the Salaried Plan and shall be assumed by

this Plan. Upon subsequently separating from Active Service while an Employee, the Employee shall receive from this Plan, in addition to benefits payable pursuant to Article 3.05, 3.06 and 3.08. as applicable, the benefits accrued under the Salaried Plan for Credited Service while a member of the Salaried Plan before becoming an Employee, calculated according to and payable in the form described by the provisions of the Salaried Plan at the date the Employee separates from Active Service.

ARTICLE 4

DEFERRED PENSION BENEFITS

4.01 Eligibility for Deferred Pension

1. Subject to Article 4.04 a Member shall be entitled to receive a deferred monthly pension equal to the Basic Pension accrued as **at** December 31, 1986:
 - a. if he ceases accruing Credited Service pursuant to Article 2.02(1)(c) provided that he has then at least ten Continuous Years, or
 - b. if the condition of **a** Member who had elected disability retirement pursuant to Article 3.03(a) improves so that he no longer has a Disability and he does not return to work for the Company.
2. In addition, subject to Article 4.04. a Member shall be entitled to receive a deferred monthly Pension equal to the Basic Pension accrued after December **31, 1986**:
 - a. if he ceases accruing Credited Service pursuant to Article 2.02(1)(c) provided that he has then at least two years of continuous plan membership; or
 - b. if the condition of **a** Member who had elected disability retirement pursuant to Article 3.03(a) improves so that he no longer has a Disability and he does not return to work for the Company,

4.02 Duration of Deferred Pension

Subject to Article 4.01, a Member shall be entitled to

- a. receive a deferred monthly Basic Pension payable on the first day of the month following the month in which he reaches age 65 and on the first day of each succeeding month during his lifetime, or _____
- b. elect to receive a reduced deferred monthly Basic Pension to commence on the first day of any month following the month in which he reaches age 55 and on the first day of each succeeding month during his lifetime. Such pension shall be reduced for earlier commencement in accordance with Article 4.03.

4.03 Amount of Deferred Pension

- a) Deferred Basic Pension for Termination of Employment Occurring Before August 1, 1999 _____

A Deferred monthly Basic Pension payable pursuant to Section 4.01 to a Member who ceases accruing Credited Service, as described in Article 2.02(I), after July 31, 1998 and before August 1, 1999, shall be an amount equal to \$48.00 multiplied by his years of Credited Service to a maximum of 35 years of Credited Service, reduced as provided in Article 4.03(c).

- b) Deferred Basic Pension for Termination of Employment Occurring After July 31, 1999 _____

A Deferred monthly Basic Pension payable pursuant to Section 4.01 to a Member who ceases accruing Credited Service, as described in Section 2.02(I), after July 31, 1999, shall be determined in accordance with Article 4.03(a), except that for Credited Service occurring after July 31, 1999 the Member shall receive either:

- i) the amount calculated under Article 3.05(a) for Credited Service occurring after July 31, 1999; or
- ii) 1.35% of the member's Credited Earnings multiplied by his years of Credited Service occurring after July 31, 1999,

whichever is greater. reduced as provided in Article 4.03(c), provided however, that the total Credited Service under (a) and (b) cannot exceed 35 years. Where a Member would have more than 35 years, the last 35 years shall apply.

c) Reduction

If a Member elects to commence receipt of his Deferred monthly pension after he reaches age 55 years but before he reaches age 65 years, his Deferred monthly pension shall be reduced by 1/2% for each complete month by which payment of the Deferred monthly pension commences before his 65th birthday.

4.04 Application for Deferred Pension

A person who is entitled to receive a deferred monthly pension pursuant to Article 4.01 shall apply to the Company for such pension two calendar months preceding:

- a. the date on which he reaches age 65 years or such date after his 65th birthday on which he wishes to commence receiving his deferred monthly pension, or
- b. such date after his 55th birthday on which he wishes to commence receiving a reduced deferred monthly pension.

In any event, no deferred pension will be paid unless proper application has been made to the Company at least two calendar months prior to the date it is to become payable and further, application for a deferred pension will not be considered until proper identification of the intended recipient has been provided.

4.05 Portability

A Member entitled to a deferred monthly pension who ceases employment with the Company, as described in Article 2.02(l)(c), prior to becoming entitled to an early retirement pension, may elect to transfer the commuted value of his deferred pension with interest, as determined pursuant to applicable legislation, to another registered pension plan, a prescribed Locked-in Retirement Account or to purchase a deferred life annuity. The transferee must agree to administer the transferred funds as a non-commutable deferred life annuity governed by the provisions of the Ontario Pension Benefits Act and Regulations, and the Company will require documentation of the transferee's intention to so administer the funds as a condition of transferring the funds. The commuted value shall be determined and transferred in accordance with the applicable statutory rules, A Member entitled to transfer the commuted value of his deferred pension must file his election with the Company within sixty days of receipt of the notice of his right to make such election, or he shall

be deemed to have elected not to transfer the commuted value of his deferred pension from the Plan.

4.06 Assignment **Outside Local 2251**

A Member who ceases accruing Credited Service by virtue of a transfer to employment with the Company in which he is not classified as an Employee shall:

- a) If he has 24 months of continuous membership in this Plan receive a deferred pension calculated pursuant to Articles 3.05 and 3.08 and, if applicable, Article 3.12, payable from the Plan to which he transfers. The liabilities and commuted value shall be transferred to the pension plan applicable to the position with the Company to which he is transferred.
- b) If he has less than 24 months of continuous membership in this Plan, have his Credited Service, liabilities and commuted value under this Plan and, if applicable, any assets and liabilities previously transferred to this Plan pursuant to article 3.12 transferred to the pension plan applicable to the position with the Company to which he is transferred.

ARTICLE 5

SURVIVOR BENEFIT

5.01 **Eligibility for and Duration of Survivor Benefit**

Subject to Article 5.03, the surviving Spouse of a deceased Member who was an established Employee who died before retiring, will be eligible to receive a survivor benefit beginning with the first day of the month following the month in which the death of the Member occurs and such survivor benefit will continue for the balance of the lifetime of the Spouse.

5.02 **Amount of Survivor Benefit**

A person entitled to a survivor benefit pursuant to Article 5.01 shall receive a monthly benefit which is 50% of the amount of Basic Pension calculated in accordance with Article 3.05 without any reduction except that the amount payable

shall not be less than \$100.00, provided, however, that it shall not exceed the limits set out in paragraph 8503(2)(f) of the Income Tax Regulations.

5.03 Survivor Benefits

In the event that a Member who is an Employee, or a Member entitled to a deferred pension from the Plan, dies on or after January 1, 1988, and after two years of continuous plan membership, his surviving Spouse shall receive the benefit described below with the greatest value:

- a. the commuted value of the deferred pension accrued to the Member from January 1, 1987
- b. if the Spouse is entitled to a benefit pursuant to Articles 5.01 and 5.02, the pension provided pursuant to those articles.

Should the surviving Spouse receive the benefit pursuant to Article 5.03(a), the Spouse shall elect to receive such benefit either as a lump sum payment or an immediate or deferred pension. Should the Spouse not elect within sixty days of being notified of the right to elect the form of payment, the Spouse shall receive payment in the form of an immediate pension.

Should the deceased Member not have a surviving Spouse, his designated beneficiary shall receive a lump sum payment equal to the commuted value of the deferred pension accrued to the Member from January 1, 1987.

5.04 Designated Beneficiary

A Member may designate, by written notice delivered to the Company, a beneficiary to receive any benefits payable on the death of the Member, except those payable to a spouse. A Member may revoke or amend such designation in the same manner at anytime, subject to any applicable laws governing the designation of beneficiaries. If a Member fails to validly designate a beneficiary, or if the beneficiary predeceases the Member, any benefits payable to the Member's beneficiary shall be paid in a lump sum to the estate of the Member. If a beneficiary, as a result of the Member's death, is entitled to payments under the Plan and if the beneficiary dies before receiving all or any of the payments due, the commuted value of the remainder of the payments will be paid in a single lump sum to the estate of the beneficiary.

ARTICLE 6

CREDITED SERVICE

6.01 Subject to Article 6.06. a Member's years of credited service prior to June 1, 1995, shall be as determined under the previous pension agreement. From June 1, 1995, a Member's Credited Service shall be calculated (to the nearest hundredth) as soon as possible after January 1 of each year, and the credited service so calculated shall be posted.

6.02 Subject to Article 6.06 a Member shall receive one year of Credited Service for each calendar year during which he works for the Company 1,800 or more hours. A Member who works for the Company less than 1,800 hours during a calendar year shall receive in respect of that year that portion of a year of Credited Service that the hours worked bear to 1,800 hours.

6.03 Subject to Article 6.06, a Member who is absent from work for any of the following reasons, shall for the purposes of Article 6.02 be deemed to have worked the number of hours that he would have been scheduled to work (without overtime) had there been no such absence:

- a. occupational injury or disease incurred in the course of his employment with the Company and for which he is paid Workers' Safety Insurance Board Benefits, (during the period ending one year from the date of such injury or disease for which he is receiving benefits, the Employee will be deemed to have worked, notwithstanding the fact that he may have been laid off) or
- b. authorized leave of absence for Local Union business granted in accordance with the current Labour Agreement, if the Union provides written notification of the absence within thirty days of the shift not worked, or
- c. pregnancy and/or parental leave taken subsequent to January 1, 1992 and granted in accordance with the Employment Standards Act, or
- d. scheduled vacation with pay, or
- e. approved time off to serve on a jury in the District of Algoma granted pursuant to the current Labour Agreement. or

- f. approved time off to arrange for and attend a funeral granted pursuant to the current Labour Agreement.
- g. temporary lay-off while in receipt of benefits from the income Security - program. or
- h. illness or injury occurring on or after January 1, 1996, while in receipt of benefits under Article 3.07 of the current Extended Health Benefit Agreement but including the first two days of absence for which benefits are not paid.

6.04 **For Disabilities Commencing on or Before December 31, 1995:**

A Member with one or more years of Credited Service who works at least 150 hours during a calendar year and who is absent from work for a period due to illness, accident or disability of a non occupational nature (for which benefits are payable, or would be payable if the Employee were eligible under the Extended Health Benefit Plan currently in effect) and whose Disability commenced on or before December 31, 1995, shall for the purposes of Article 6.02 be deemed to have worked the number of hours that he would have been scheduled to work (without overtime) had there been no such absence, up to the following maximums:

- 1. if he has one or more, but less than three years of Credited Service - up to 150 hours,
- 2. if he has three or more, but less than five years of Credited Service - up to 300 hours,
- 3. if he has five or more, but less than twenty-five years of Credited Service - up to 450 hours, and
- 4. if he has twenty-five or more years of Credited Service - up to 900 hours.

6.05 **Reinstatement of Credited Service**

A Member who had elected Disability Retirement pursuant to Article 3.03(a) and who is subsequently reemployed by the Company will have his Credited Service at the time of disability retirement reinstated.

6.06 Limitations on Credited Service

Notwithstanding anything contained in this agreement:

- a. no Member shall receive more than 35 years of Credited Service but such years shall be in respect of his final period of service, and
- b. if a Member retires with a pension payable pursuant to Article 3.05 or becomes entitled to a deferred pension pursuant to Article 4.01 (l)(b) or 4.01(2)(b), the total of such Member's years of Credited Service and his pension service under any other Company pension plan or plans shall not exceed 35 years. and
- c. beginning with leaves in effect on or after January 1, 1992, no Member shall receive in total more than 8 years' Credited Service under Article 6.03(c), of which 3 years may only be in respect of leaves which begin on the birth or adoption of a child of the Member and end within 12 months.

ARTICLE 7

GENERAL PROVISIONS

7.01 Payment to Incompetents

In case of physical or mental incompetence, a monthly pension or other amount payable pursuant to the Plan may be paid to a duly appointed committee or other legal representative, and such payment shall be a complete discharge of the Company's obligations under the Plan.

7.02 Benefits Under Other Company Plans

A Member who is receiving benefits under this Plan in respect of any service with the Company shall not be entitled to receive benefits under any other benefit plan established by the Company or a subsidiary of the Company in respect of or based on such service.

7.03 Assignment

The benefits provided under the terms of the plan are for the employee's own use and benefit. Except as required to satisfy a support order, a court order or written domestic contract, enforceable in Ontario under which property is divided upon marriage breakdown, the benefits and rights are not capable of being assigned, charged, anticipated, given as security, surrendered or otherwise alienated and do not confer upon any employee, personal representative, or dependent, or any other person any right or interest in such benefits capable of being assigned charged, anticipated, given as security, surrendered or otherwise alienated.

7.04 Information to Members

Each Member shall be provided with a written explanation of the terms and conditions of the Plan, together with an explanation of the rights and duties of the Member with reference to the benefits available to him under the terms of the Plan.

7.05 Proof of Age

No pension shall be paid pursuant to the plan until proof of age satisfactory to the Committee is furnished in respect of the recipient and of the Spouse if a joint and survivorship pension is applicable. The records of the Company shall be presumed conclusive unless shown beyond reasonable doubt to be in error.

17.06 Time Limits

Where the Plan provides time limits within which an employee must take any action, such time limits may be waived in individual cases by the Committee.

7.07 Effect on Employment

Nothing contained in this Plan shall create any contract of employment or, except as specifically provided, affect the terms of employment of any person.

7.08 Law Applicable

This agreement is made in the Province of Ontario and its provisions, interpretations and performance shall be governed by the law of the Province of Ontario.

7.09 General Limitation

- a. Notwithstanding anything contained herein, the Basic Pension payable pursuant to this plan and accrued on or after January 1, 1992 shall not exceed the maximum pension permissible under Regulation 8504 made pursuant to the Income Tax Act (Canada). Notwithstanding anything contained herein, the Basic Pension payable pursuant to this plan and accrued or granted prior to 1992 shall not exceed the maximum pension permissible under paragraph 9(g) of Revenue Canada Information Circular -72-1 3R8.
- b. No benefit shall accrue to any Member beyond the end of the year in which the Member attains age 69.
- c. The value of the annual Basic: Pension provided upon retirement under the plan and accrued or granted prior to January 1, 1992, shall not exceed the value of the maximum pension set out in paragraph 9(g) of Information Circular 72-13R8 payable at the earliest of age 60, Normal Retirement Age or the date of Disability, in the form of a single life annuity guaranteed for 10 years.
- d. The benefits payable under Articles 3.08 and 3.09 in combination with the pension payable under Article 3.05, on an annual basis in respect of the basic Pension and Bridge Pension accrued or granted after 1991, and in the form paid shall not exceed the sum of the defined benefit limit for the year, as defined in the Income Tax Act (Canada) multiplied by the Member's years of Credited Service after 1991, plus 1/35 of 25% of the average of the year's maximum pensionable earnings under the Canada Pension Plan for the year of retirement and each of the two immediately preceding years, multiplied by the Credited Service of the Member after 1991, not exceeding 35 years.

7.10 Payments on Marriage Breakdown

Payments from the Plan are subject to execution, seizure, attachment, or assignment in satisfaction of a court order for support or maintenance enforceable in Ontario, subject to and in accordance with the Pension Benefits Act of Ontario.

Upon the breakdown of the spousal relationship, a member may assign or convey all or a portion of his vested benefits under the Plan to his Spouse or former Spouse, within the limits imposed by the Pension Benefits Act of Ontario.

7.11 Small Benefit Commutation

If the annual amount of the immediate or deferred pension payable to the Member at the member's normal retirement date pursuant to Article 3.05 or Article 4.01 is not more than 2% of the year's maximum pensionable earnings under the Canada Pension Plan in the year of the Member's retirement or termination of employment, **or** such other amount as may be prescribed under the Ontario Pension Benefits Act, the Member shall receive a lump sum payment equal to the commuted value of his pension or deferred pension in full discharge of all obligations under the Plan.

7.12 Pension Adjustment Limit

In no event shall the pension accrued in a calendar year after 1991 under Article 3.05 result in a pension adjustment limit, as defined under the Income Tax Act (Canada) being exceeded.

7.13 Past Service Pension Adjustments

Where an amendment to the plan after 1991 results in a certifiable past service pension adjustment, as defined in the Income Tax Act (Canada), in respect of a Member, the amendment shall not apply to such Member prior to certification of the past service pension adjustment in accordance with the Income Tax Act (Canada).

ARTICLE 8

ADMINISTRATION OF THE PLAN

8.01 Designated Administrator

The designated administrator of the Plan is the Company and is responsible for the overall operation and administration of the Plan as it concerns the Canada Customs and Revenue Agency and the Financial Services Commission of Ontario.

8.02 Joint Administrative Committee

The benefit structure of this Plan shall be administered by a separate Joint Administrative Committee for each local union having three members each from the Company and the Union.

8 . Responsibility of the Committee

The Committee shall monitor the administration of the Plan and shall develop methods for administering the benefit structure of the Plan including:

- a. verifying the age of the applicant, and
- b. verifying Credited Service, and
- c. interpreting the rights of the Employees, and
- d. collecting and analysing statistics, and
- e. authorizing the trustees of the trust to make payments, and
- f. reviewing and acting on appeals, and
- g. verifying the Disability of Members or former Members claiming or receiving a disability pension or pension accrual.

The Committee does not have the power to add to or subtract from or modify the terms of the Plan.

8.04 Operations of the Committee

The Committee shall meet at such times and for such periods for the transaction of necessary business as may be agreed upon by its members. The presence of at least two Company members and two Union members shall be necessary to constitute a quorum. At all meetings each member of the Committee shall have one vote except that the members appointed by the Company and the members appointed by the Union shall respectively as a group always have a number of votes equal to the number of votes of the party having the least number of members present. Rulings of the Committee within its authority shall be final and binding on all concerned.

8.05 Settlement of Disputes

Differences which arise during the term of this agreement between the members of the Committee shall be settled by an impartial chairman selected by the Committee. In the event of failure to agree on the selection of an impartial chairman, the impartial chairman shall be appointed on the application of either party hereto to the Minister of Labour of the Province of Ontario. The expenses of such impartial chairman shall be borne equally by the Company and the Union. The impartial chairman shall have authority only to interpret and apply the provisions of this plan. The decision of the impartial chairman shall be binding on the Company, the Trustee, the Union and the employee. However, the impartial chairman shall not have the right to review an arbitrator's award with respect to an individual grievance.

8.06 Physician's Examination

If a Member is electing a disability retirement pursuant to Article 3.03 or if the condition of a former Member receiving a disability pension pursuant to Article 3.03 is being verified, no payment shall be made to him if he refuses to have such examination by a physician or physicians as the Committee may from time to time require. The physician or physicians designated by the Committee shall certify whether or not in their opinion the individual has a disability pursuant to Article 1.01 (h).

8.07 Medical Board

Disagreement by the Committee as to the condition of an individual shall be settled by a Medical Board composed of:

- a. a physician selected and paid by the Company,
- b. a physician selected and paid by the individual,
- c. a physician selected by mutual agreement between the physicians named pursuant to subsections (a) and (b) of this Article. The expenses of such physician shall be borne equally by the Company and the Union.

The Board shall certify whether or not the individual has a disability pursuant to Article 1 .01 (h) and the certification of the Board shall be final and binding.

ARTICLE 9

FUNDING

9.01 Establishment of Pension Trust

For the purpose of this Plan, the Company shall establish or cause to be established, a pension trust or trusts.

9.02 Payments to Pension Trust

The Company shall pay into the pension trust each year an amount sufficient so that the total of funds in the trust will meet the funding and **solvency** requirements of the Ontario Pension Benefits Act, as amended, or any legislation in substitution thereof, provided that the Company shall have the right from time to time to make any additional provisions for funding and paying for the benefits provided by the Plan. Company contributions shall be made in equal monthly installments. Contributions shall be made pursuant to the recommendation of an actuary.

9.03 Investment of Trust Funds

The funds in the trust shall be invested by the Company in the securities and loans prescribed by the regulations of the Ontario Pension Benefits Act, as amended, or any legislation in substitution thereof.

9.04 Administration Fees

All reasonable or necessary fees and expenses related to the administration of the Plan or pension trust may be paid from the pension trust, including fees and expenses of the Company and its agents.

ARTICLE 10

TERM

10.01 Effective Date

The effective date of the Plan shall be June 1, 1995, as amended February 1, 2000.

10.02 Termination of Previous Plan

'This Plan as set forth herein amends and supersedes the existing pension plan for employees affected, provided that nothing herein shall affect benefits paid to employees who have, at May 31, 1995, retired pursuant to such plan or previous plans.

10.03 Approval of the Plan

'This Plan is contingent upon and subject to obtaining and maintaining the registration as a registered pension fund or plan from the Minister of National Revenue, as may be **necessary** to establish the deductibility for income tax purposes of any **and** all contributions made by the Company under the Plan as being qualified for tax exemption under the provisions of the Income Tax Act. If at any time while this agreement is in effect the Minister of National Revenue withdraws the registration, the Company and Union shall meet to negotiate a revision of this agreement, the terms of which will enable registration to be again secured for the Plan.

10.04 Effect of Termination

In the event of termination of this Plan, all funds remaining at the time in the trust shall be used for the following purposes only:

- a. to meet the winding up requirements of the Ontario Pension Benefits Act, as amended, or any legislation in substitution thereof, and _____
- b. to help finance any new or amended retirement plan for Members.

10.05 Duration

Subject to Article 10.03 this Plan shall be effective until July 31, 2002 and thereafter from year to year unless either party gives written notice of termination or requests the negotiation of a new Pension Agreement at the end of a contract year (commencing with the year ending July 31, 2002) not more than 90 days or less than 60 days prior to July 31st of such year.

IN WITNESS WHEREOF the parties hereto have executed this agreement

ALGOMA STEEL INC.

UNITED STEELWORKERS OF
AMERICA - LOCAL UNION 2251

J. Peavey
B. W. Bos
[Signature]

[Signature]

David Pettato
[Signature]
[Signature]
Michael Waikat
[Signature]
[Signature]
