

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**UNITED STEELWORKERS
LOCAL UNION 2251
(Hereinafter called the Employer)**

AND

**UNIFOR LOCAL 1359
(Hereinafter called the Union)**

Expiry: June 15, 2027

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The parties hereto agree that the following items and conditions shall constitute a Collective Agreement between them, and shall be full and total settlement of all issues in dispute between them. It is agreed and understood that these proposed terms of settlement must be ratified by the Union and upon such taking place, these terms and conditions shall then form a Collective Agreement between the parties. The terms and conditions as contained herein shall be binding upon the Employer upon the signing of this Memorandum of Agreement by the representative(s) of the Employer.

ARTICLE 1- PURPOSE

- 1.01 This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the employer and those employees who come within the bargaining unit set forth.
- 1.02 It is the desire of all parties to this agreement to cooperate in maintaining a harmonious relationship between the employer and its employees and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the United Steelworkers, Local Union 2251, in the City of Sault Ste. Marie, save and except Local Union officers and other members of Local Union 2251 and employees currently covered by an existing collective agreement as of February 18, 1997.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges the right of the Employer to manage its business in all respects, to direct the working force, to introduce new and improved methods and facilities and to establish and maintain reasonable rules and regulations.
- 3.02 The Union acknowledges further that it is the function of the Employer to hire, promote, demote, transfer, assign, lay-off, suspend, discipline and discharge employees for just cause. Any exercise of these rights in conflict, or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set out in this agreement.
- 3.03 Employees working in the Office/Clerical Department will report to and work under the direction of the President of U.S.W. Local 2251 or his designate.

ARTICLE 4 - UNION SECURITY

- 4.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Local Union.
- 4.02 Any new employee hired after the signing of this agreement shall, prior to the completion of his/her probationary period, make application for membership in the Union and shall become and remain, a member of the Union as a condition of his continued employment with the Employer.
- 4.03 The Employer shall deduct the Local Union Initiation Fees and the regular union dues and special assessments in the amount and manner specified by the Union By-Laws and Constitutions for each pay cheque due to each employee covered by this Agreement and remit such monies so deducted to the Local Union on or before the 15th day of the month following the month in which such deductions have been made. The Employer will at the same time submit a list of the employees from whose pay such deductions have been made, along with the home addresses and telephone numbers.

The Union agrees to save the Employer harmless from any claims arising from the collection of union dues.

- 4.04 It shall be the Employer's responsibility to show on each employee's Annual T-4 Slip, the full amount of Union dues paid by such employee during the previous calendar year.
- 4.05 New employees shall be documented and union membership application cards shall be forwarded to the Union Office within two (2) weeks of hiring.

ARTICLE 5 - REPRESENTATION

- 5.01 The Employer agrees to recognize one (1) union steward as appointed by the Union for the purpose of handling grievances and attending meetings with the Employer in the administration of this Agreement on behalf of the employees covered hereunder. The Union shall notify the Employer in writing of the name of such steward at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.
- 5.02 The steward shall be allowed necessary time off work without loss of pay for the purpose of processing grievances during working hours provided:
 - (a) they obtain prior consent from the Employer, which shall not be unreasonably withheld;

- (b) such time off shall be of reasonable length and shall not unduly impair the efficient operation of the business;
- 5.03 The Union Bargaining Committee shall be comprised of one (1) bargaining unit employee representative along with full-time staff representatives of the Union. All time spent in negotiations shall be without loss of pay or benefits, except in the case of strike/labour dispute.
- 5.04 No individual member or group of members shall undertake to represent the Local Union at a meeting with the Employer without proper authorization by the Local Union.
- 5.05 The Employer agrees to display in a prominent place, union shop cards and/or decals in view of the public in mutually agreed upon locations in the workplace. Employees also will be permitted to wear union pins or wearing apparel while on duty.
- 5.06 **NO DISCRIMINATION**
- (a) There shall be no discrimination, interference, intimidation or coercion by or on behalf of the Employer regarding any employee because of membership in the Union.
 - (b) The Employer will not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or political affiliation.
 - (c) The Employer and the Union agree to observe the provisions of the *Ontario Human Rights Code* as contained in the Code.

ARTICLE 6 - SENIORITY

- 6.01 For the purposes of this agreement, the employees shall be deemed to be divided into the following department:
- (1) Office/Clerical
- 6.02 Bargaining Unit Seniority is the relative ranking of employees as determined by their most recent date of hire.
- 6.03 Department Seniority is the relative ranking of employees within their own department in order of date of entry into that department.
- 6.04 (a) A full-time employee shall be on probation without any seniority rights during

his/her first forty-five (45) days of employment. Upon completion of his/her probationary period, his/her name shall be added to the seniority list and his/her seniority in the bargaining unit shall be computed from the day he/she most recently commenced work from the beginning of that twelve month period.

- (b) A part-time employee shall be on probation until they work 200 hours within any twelve month period. Upon completion of his/her probationary period, his/her name shall be added to the seniority list and his/her seniority in the bargaining unit shall be computed from the beginning of that twelve month period.

6.05 The employer shall post a copy of the seniority list in a prominent place in the workplace every twelve (12) months. A copy of the list shall be given to the Union Steward.

6.06 **LOSS OF SENIORITY**

An employee's employment shall be considered terminated and his seniority and vacation entitlement permanently cancelled when that employee:

- (a) quits their employment, or
- (b) is discharged for just cause, and such discharge is not reversed through the Grievance Procedure, or
- (c) overstay a leave of absence without reasonable cause, or
- (d) is absent from work for a period in excess of three consecutive scheduled working days without reasonable excuse, or
- (e) retires under the provisions of the pension agreement, or
- (f) is laid off for a period in excess of twenty-four (24) consecutive months if that employee has less than five (5) years of bargaining unit seniority at the time of layoff.
- (g) is laid off for a period in excess of thirty-six (36) consecutive months if that employee has five (5) years or more of bargaining unit seniority.
- (h) does not return to work within ten (10) days of being sent, by registered mail, a notice of recall to his/her last address in the employers records, provided that the ten (10) day period may be extended by leave of absence if approved by the Employer.

6.07 If a new job is established within the Bargaining Unit, the Employer and the Union will meet and attempt to agree on the placement of such job. This could include assigning the job to an existing department or creating a new department. The employer shall have full consultation with the Union prior to setting the job rate of any new job.

6.08 If a matter arises which an employee wishes to take up with the Employer, it shall first be discussed by the employee with the Employer in an attempt to settle the matter.

6.09 **GRIEVANCE PROCEDURE**

STEP ONE: If the matter is not resolved to the satisfaction of the employee as a result of such discussion, the employees steward may within ten (10) working days after the occurrence of the fact or event which gave rise to the matter in dispute, deliver a written grievance to the employer. The Employer will arrange a meeting with the employee and the steward within ten (10) working days after receiving the grievance. The Employer will answer the grievance in writing within seven (7) days of the meeting.

6.10 STEP TWO: The grievance shall not be carried further unless by the end of the fifteenth day after receiving the answer from the employer under Step One, the Union delivers to the Employer written notice of referral to Step Two. Such notice shall specify the clause or clauses in the Agreement which it is believed the Employer has violated, and shall state the reason or reasons the answer at Step One is unsatisfactory. By the end of the 30th day after receiving the notice of referral, a meeting to discuss the grievance shall be held by the Employer and the representative of the Union. By the end of ten (10) working days, the employer shall give the employee or his representative an answer in writing.

6.11 STEP THREE: The grievance shall not be carried any further unless by the end of ten (10) working days after receiving the answer from the Employer, the Union delivers to the Employer written notice referring the grievance to arbitration. The decision of the arbitrator will be final and binding. All costs for arbitration will be shared equally between the Employer and the Union.

6.12 STEP FOUR: The parties may proceed to Mediation/Arbitration before or as an alternative to arbitration.

ARBITRATOR SELECTION: An arbitrator will be selected from the following list on a rotational basis in alphabetical order. The Union and the Employer may agree to select an arbitrator out of sequence or another arbitrator not on this list, if necessary. **The Union and the Employer will select one Arbitrator each subject to mutual agreement within 60 days of the signing of the memorandum.**

- 6.13 GENERAL NATURE: A question of a general nature between Employer 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 at Step 2 of the grievance procedure within fifteen days (15) after the Union becomes aware of the fact or event upon which question is based.
- 6.14 TIME LIMITS: Time limits may be extended by mutual agreement, in writing between the Employer and the Union.
- 6.15 STEPS: No matter shall be submitted to arbitration which has not been properly carried through all the required steps of the grievance procedure. Only grievances which arise through the interpretation or alleged violation of the provisions of this agreement shall form the subject of arbitration.
- 6.16 DISCHARGE: Any allegation that an employee has been discharged without just cause may be filed at Step Two of the grievance procedure within ten (10) days of the discharge.

ARTICLE 7 - LAY-OFF AND RECALL

- 7.01 Employees will be laid off in reverse order of department seniority. Employees will be recalled to jobs in their department in order of department seniority subject to that employee having the qualifications, skill and demonstrated ability.
- 7.02 It shall be the employee's sole responsibility to keep the Employer promptly apprised of change of address or phone number.
- 7.03 (a) The Employer shall give the Union and affected employee, a minimum of thirty (30) days' notice regarding lay-offs, transfers, technological changes, or any other changes which adversely affects the rights of the employees, or hours of work, or their wages or working conditions.
- (b) In the event the Employer foresees a general lay-off; the parties shall meet for the purpose of reducing the impact of said lay-off. The Employer agrees to make every reasonable attempt to preview any negative impact created by a lay-off.
- 7.04 In the event of a permanent layoff, the Union and all employees shall be given a minimum notice of ten (10) weeks. This offer is contingent on a Collective Agreement being ratified and will apply on a go forward basis from date of ratification.

If such notice has not been met, the Employee shall be entitled to full pay in lieu of such notice according to the scale above. This notice and pay in lieu of notice does not apply if the layoff is of a temporary nature and does not exceed thirteen (13) weeks.

7.05 In the event that a full-time employee is re-called for less than a full weeks work, that employee can decline such work and will not lose his/her seniority rights.

7.06 **SEVERANCE PAY**

(a) An employee with five (5) or more years of service who has been laid off for 35 weeks in any period of fifty-two (52) consecutive weeks, or who has been advised in writing by the Employer that his/her return to work is unlikely, may elect to receive severance pay as outlined below provided he/she abandons his recall rights under the Collective Agreement, terminates his employment with the Company.

(b) 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.

7.07 **DISCIPLINE**

(a) When an employee is called into a meeting with the Employer, to investigate the employees alleged misconduct or to impose discipline upon him/her, the employee shall have the Union Steward or if no steward is available another bargaining unit employee of his/her choice who is then at work, attend the meeting.

(b) The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date in which the Employer became aware of the incident.

ARTICLE 8 -JOB POSTING

8.01 In the event that a permanent vacancy or a newly created position comes open, notice of such vacancy or newly created position shall be posted for five (5) working days on the bulletin board.

8.02 The notice of vacancy shall set out the following:

- (a) job title;
- (b) the rate of pay for the job
- (c) qualifications
- (d) the date of posting.

- 8.03 The Employer will set reasonable criteria and qualifications necessary to fill job postings.
- 8.04 Any employee in the bargaining unit may apply in writing for the vacancy or newly created position. Applications will be directed to the employer.
- 8.05 Following receipt of written applications for a job, the Employer shall fill the job in accordance with department seniority first, then bargaining unit seniority provided the employee has the qualifications, skill and demonstrated ability to fill the normal requirements of the job.
- 8.06 If no written applications are received by the employer, the Employer has the right to fill the vacancy at its discretion.
- 8.07 The Employer shall, within three (3) working days after the notice has been removed, post the name of the successful applicant for a period of at least five (5) working days on the same bulletin board as the vacancy or new created position appeared. The Employer shall provide a copy of all job postings and notice of successful applicants to the steward in writing.
- 8.08 Temporary vacancies up to thirty (30) working days may be filled without regard to the job posting procedure. However, such vacancies shall be filled in accordance with department seniority provided the employee has the qualifications, skill and demonstrated ability to fill the normal requirements of the job.
- All vacancies of thirty (30) days or greater shall be posted according to Article 8.01, 8.02, 8.03, 8.04, 8.09.
- 8.09 Employees shall be given a reasonable familiarization period, if necessary, on new jobs for which they have applied and become the successful applicants.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01 All applications by employees or the Union for leave of absence and replies by the Employer shall be in writing except a leave of absence for two (2) days or less which may be given verbally by the Employer.
- 9.02 An employee's bargaining unit and department seniority shall not be affected by a leave of absence.
- 9.03 An employee may apply for a leave of absence for personal reasons giving the Employer at least two (2) weeks notice. The Employer reserves the right to refuse to

grant a leave of absence. Any such leave of absence shall be without pay. Benefits will continue for up to thirty (30) days.

- 9.04 The Employer shall, upon written request from the Union at least ten (10) working days in advance, grant one (1) employee a leave of absence without pay who may be selected by the Union to attend union business. It is agreed that such leave or leaves of absence shall not exceed twenty (20) working days per year in total.

Employees on a Union leave which is approved by the Employer in accordance with the above conditions shall be paid for such leave by the Employer. The Employer shall then forward a statement of such wages paid to the employee affected to the Union for reimbursement of the amount stated.

- 9.05 The Employer shall grant a leave of absence to any one employee who is selected to fill an office in the Union, provided that such an application for such leave of absence is made at least one (1) month in advance. Any such leave of absence shall be without pay and without benefits but without loss of seniority.

Employees on a Union leave which is approved by the Employer in accordance with the above conditions shall be paid for such leave by the Employer. The Employer shall then forward a statement of such wages paid to the employee affected to the Union for reimbursement of the amount stated.

- 9.06 A copy of all leaves of absence granted and signed by the employer and employee shall be given to the Union Steward.

9.07 **PREGNANCY/PARENTAL LEAVE**

- (a) An employee, with at least three (3) months continuous employment shall be granted pregnancy leave of absence provided she makes application in writing to the Employer and files a certificate from a medical doctor specifying the expected date of delivery. The leave of absence will be for a total of seventeen (17) weeks and should the employee fail to return to work by the expiry date she will be deemed to have voluntarily terminated her employment with the Employer. The employee will give one (1) weeks notice in writing to the Employer of her intention to return to work, however, in no case will an employee return during the six (6) weeks immediately following the delivery of the child.

An employee may choose to take Parental Leave for the birth or adoption of a child for a maximum of thirty-five (35) weeks.

Pregnancy/Parental Leave may be combined for a total of fifty-two (52) weeks, or taken separately according to Employment Standards.

- (b) In the event of miscarriage, the leave of absence will terminate eight (8) weeks from the date of the miscarriage; however, the employee will be allowed to return to work one (1) week following the presentation of satisfactory certification from her doctor.
- (c) Pregnancy/parental leave of absence will be without pay but with full benefits. An employee's bargaining unit and department seniority shall not be affected by such leave of absence. Employees shall continue to accumulate seniority while on such leave of absence. The employee will be reinstated in his/her former position and will receive the same salary he/she received at the commencement of his /her leave of absence, plus any general increases which may have been granted in the interim.

9.08 **COMPASSIONATE LEAVE**

The Employer will provide compassionate leave of up to eight (8) weeks, upon request, to an employee who is providing support or participating in the care of a family member with a critical or life threatening medical condition. (spouse, including common law or same sex partner, child or spouse's child, parent or parent's spouse, grandparents, siblings).

The leave shall be without loss of seniority or benefits for up to eight (8) weeks.

This leave will be in accordance with the *Employment Insurance Act* and any other statute.

9.09 **PERSONAL EMERGENCY LEAVE**

In addition to any leave of absence paid or unpaid set out in this collective agreement, the Employer shall provide each employee with ten (10) days off per year, the first two days being paid in an amount equal to the hours as if the employee had worked that day, as personal emergency leave days for any of the following reasons:

1. A personal illness, injury or medical emergency.
2. The illness, injury or medical emergency of:
 - a) Employees spouse
 - b) Parent, step-parent or foster parent of the employee or employees spouse
 - c) Child, step-child or foster child of the employee or the employees spouse
 - d) Grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employees spouse
 - e) Spouse of a child of the employee

- f) Employees brother or sister
 - g) Relative of the employee who is dependent on the employee for care or assistance
 - h) Daycare provider for child, step-child or foster child of the employee or the employees spouse.
3. An urgent matter that concerns an individual.

An employee will not be required by the Employer to bring any certificate of a qualified medical practitioner to verify any absence above, but may, in 2 and 3 above, be required to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 10 - HOURS OF WORK

10.01 The Employer agrees to schedule in a fair and reasonable manner in keeping with operational requirements.

10.02 DEFINITION OF FULL-TIME/PART-TIME EMPLOYEES

- (a) full-time employee is an employee who is regularly scheduled forty (40) or more hours per week.
- (b) A part-time employee is an employee who is regularly scheduled for twenty-four (24) hours or less per week but not more than thirty (30) hours per week. Part-time employees shall not be hired if their employment would result in reduced hours for regular full-time employees.
- (c) The Employer is not prevented from employing part-time employees as required to fill vacancies due to injury, illness, vacations, or leaves of absence among regular full-time employees.

10.03 SCHEDULING OF FULL-TIME EMPLOYEES

- (a) Full-time Office/Clerical employees normal work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive. Employees shall receive a thirty (30) minute uninterrupted paid lunch break to be taken at the mid-point of their eight (8) hour day. Scheduled hours shall be distributed according to the employee's department seniority.
- (b) When it is necessary to reduce the hours of full-time employees, the most junior employee's hours will be reduced first.

10.04 SCHEDULING OF PART-TIME EMPLOYEES

- (a) Part-time employees will be scheduled available hours up to and including twenty-four (24) hours per week in order of department seniority provided the employee has the qualifications, skill and demonstrated ability. Part-time employees will indicate their preference for available work in order of department seniority.
- (b) When it is necessary to reduce the hours of part-time employees, the most junior employees hours will be reduced first.

Employees will indicate their preference for days off. Where an employee changes his/her preference for days off, such preference shall not again be changed for a period of six months.

10.05 OVERTIME

- (a) All full-time Office/Clerical employees will be paid at the rate of time and one half for all hours worked in excess of eight (8) hours per day and all hours worked in excess of forty (40) hours per week.
- (b) All part-time employees will be paid at the rate of time and one half for all hours worked in excess of forty (40) hours per week.
- (c) Overtime work shall be fairly distributed among the employees concerned if the person is capable of doing the work required.

10.06 CALL IN PAY

An employee called into work outside regular working hours shall be paid a minimum of three (3) hours pay at his/her regular straight time hourly rate.

An employee contacted via phone/text/email regarding work related issues while on a vacation day shall be paid the same as a call out fee of three (3) hours regular pay.

10.07 REPORTING PAY

If an employee reports for work at the commencement of his/her regular shift without having been previously told not to report, and there is no work available at their regular job, they may be assigned alternative work or they shall be paid a minimum of three (3) hours pay at their regular straight time hourly rate.

10.08 JURY OR WITNESS DUTY

If an employee is required to perform jury duty or is subpoenaed as a witness, the employee shall be paid the difference, if any, of jury or witness pay and their regular basic pay from the employer.

ARTICLE 11 - STATUTORY HOLIDAYS

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

For purposes of article 11.01 the Employer agrees that the statutory holidays identified will mirror the statutory holidays listed in USW Local 2251 Collective Agreement.

To be clear, if USW Local 2251 receives Family Day, **or any other newly created holiday** in bargaining next year then the Employer will give Family Day **or any other newly created holiday** to the Office and Clerical staff. If USW Local 2251 exchanges Family Day with another Statutory Holiday then the Office and Clerical staff will have the option to select the same change.

11.02 The Employer shall grant all full time employees who have completed their probationary period, one scheduled days pay for statutory holidays.

11.03 A part-time employee shall receive Statutory Holiday pay in accordance with the *Employment Standards Act* (E.S.A.).

11.04 When required to work by the Employer on any of the above noted days, the employee shall be paid one and one-half times the regular rate of pay for all hours worked in addition to his/her scheduled days pay. On Canada Day, Christmas Day and Labour Day he/she will be paid two times the regular rate of pay for all hours worked in addition to his/her scheduled days pay.

11.05 To qualify for such holiday pay, the employee must work their scheduled shift immediately preceding and succeeding each holiday, except where the employee is off with permission. An employee must have worked within seven (7) days of the holiday, except where the employee is if with permission.

11.06 If a holiday falls during an employee's vacation he/she shall be paid for the holiday or granted an extra day off to be mutually agreed upon.

ARTICLE 12 - VACATIONS

- 12.01 For the purposed of vacations, an employee shall be granted one year of service for each calendar year during which he/she works for the Employer. Whenever a part-time employee moves to a full-time position, he/she shall be credited with one half of their bargaining unit seniority for vacation purposes.
- 12.02 Between December 1st and December 31st of each year employees will schedule their vacation weeks in order of bargaining unit seniority within their own department. The employee with the most seniority will book 2 weeks first and then the 2nd employee, then the 3rd, etc. until all have booked 2 weeks. The most senior employee will then book another two weeks, continuing this method until all vacation has been scheduled. The completed vacation schedule shall be posted by January 1st of the vacation year.
- 12.03 An employee with one or more years of service but less than five years of service calculated to January 1st shall receive two weeks of vacation with vacation pay of 4 percent of the total wages paid to such employee during the previous calendar year.
- 12.04 An employee with five or more years of service but less than nine years of service calculated to January 1st shall receive three weeks of vacation with vacation pay of 6 percent of the total wages paid to such employee during the previous calendar year.
- 12.05 An employee with nine or more years of service but less than fifteen year of service calculated to January 15th shall receive four weeks of vacation with vacation pay of 8 percent of the total wages paid to such employee during the previous calendar year.
- 12.06 An employee with fifteen or more years of service but less than twenty years of service calculated to January 1st shall receive five weeks of vacation with vacation pay or 10 percent of the total wages paid to such employee during the previous calendar year.
- 12.07 An employee with twenty or more years of service but less than twenty-five years of service calculated to January 1st 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.
- 12.08 An employee with twenty-five or more years of service calculated to January 1st shall receive seven weeks of vacation with vacation pay of 14 percent of the total wages paid to such employee during the previous calendar year.
- 12.09 Calculation of vacation pay does not include the previous year's vacation bonus payment.
- 12.10 **VACATION BONUS**

A vacation bonus equivalent to 20% of an employee's regular vacation pay shall be paid to all employees entitled to regular vacation according to Article 12. Vacation bonus shall be paid by separate cheque before May 20th of each year.

- 12.11 In the event that an employee dies and has vacation pay accrued, the spouse, children or estate shall be paid all outstanding vacation pay. The employee shall be responsible to name the beneficiaries.

ARTICLE 13 - TEMPORARY ASSIGNMENT

- 13.01 An employee temporarily assigned to work in a higher paying job for a period of one hour or more shall be paid the higher rate while so assigned.
- 13.02 An employee temporarily assigned to work on a lower paying job during a regular scheduled shift shall be paid the higher rate of pay for that shift.

ARTICLE 14 - FUNERAL PAY

- 14.01 (a) An employee shall be permitted time off work with regular pay for the purpose of arranging and/or attending the funeral of a spouse, common-law-spouse, same-sex partner, son, daughter, step-children, mother, father, guardian or stepparent up to a maximum of four (4) working days.
- (b) An employee shall be permitted time off work with regular pay for the purpose of arranging and/or attending the funeral of a member of his/her immediate family, up to a maximum of three (3) working days.
- 14.02 Immediate family shall mean sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, and parents of common-law spouse.
- 14.03 The Employer will consider allowing additional time off work without pay if requested by the employee.
- 14.04 Where the funeral of the deceased is more than 1000 km. away, the employee shall allow one (1) extra day beyond the date of the funeral for return travel and such extra day shall be leave of absence without pay.

ARTICLE 15 - BULLETIN BOARD

15.01 The Company will provide a notice board for the Unions exclusive use, where the Union will have the right to post notices of meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Employer.

ARTICLE 16 - UNION REPRESENTATION

16.01 The Employer agrees that a full-time representative of the Union or Local President of the Union, after obtaining permission from the Employer may enter the premise during hours of employment to interview employees and deal with the administration of this collective agreement.

It is agreed that such visit will be timed to cause as little disruption as possible to the normal conduct of the Employers business.

ARTICLE 17 - NO STRIKE OR LOCKOUT

17.01 During the term of this agreement the Union agrees that there will be no strike and the Employer agrees there will be no lockout.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 (a) The Employer recognizes its obligations to provide a safe, healthy working environment for its employees.
- (b) The Union agrees to cooperate in maintaining and improving this working environment.
- (c) The Employer agrees to abide by the *Occupational Health & Safety Act* of Ontario, R.S.O. 1990.
- (d) In the event of legislative changes to the *Occupational Health & Safety Act*, the Employer agrees to continue to recognize the workers right to refuse unsafe work which may be hazardous to their health & safety without reprisal.
- (e) The Union may at any time, bring to the attention of the Employer, any concerns regarding Health & Safety. Any concerns or improvements shall be in writing.

18.02 DISABILITY – RETURN TO WORK

An employee, due to disability, injury or sickness or pregnancy will be accommodated in a job classification where based on legitimate medical restrictions the employee can do the essential duties of the job. The employee will be accommodated according to the following procedures:

- (a) Firstly in their own classification with:
 - a) the job modified to accommodate the employee's restrictions,
 - b) a modified work program (joint agreement) to gradually increase their hours of work.
- (b) Secondly in a suitable job classification within their capability without recourse to the seniority aspects of the job posting procedures and their rate of pay shall be adjusted accordingly. The employee will be assigned as follows:
 - a) in an existing vacancy or if none exists,
 - b) exercising their seniority rights over the lowest seniority employee in the suitable classification on an office wide basis, however,
 - c) in no case will the employee be able to bump an employee with more seniority.
- (c) The Company will comply with applicable law with respect to the confidentiality of medical information.

It is also understood that the Company may move from sub-section (a) above to sub-section (b) above at its discretion.

Upon a change in the employee's restrictions, which would allow the employee to return to their posted classification, the employee will exercise their seniority over the lowest seniority employee in the classification and if not possible, exercise their seniority as per Article 13.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

19.01 Health and Welfare benefits as contained in this Collective Agreement apply to full-time employees upon completion of their probationary period of employment subject to acceptance by the carrier(s). Health and Welfare benefits shall continue for one (1) month following the month of lay-off.

19.02 The Employer agrees to maintain the level of benefits as set forth in Appendix A of the Collective Agreement (Sunlife Assurance) at no cost to the employees.

19.03 **SICK PAY** - Earnings continuance will be paid at 100% of regular wages after the first two days of illness/sickness for the first eight weeks of time lost due to non-occupational illness or injury. If illness or injury exceeds eight (8) weeks in duration, all outstanding vacation and all banked hours must be taken. Once all outstanding vacation has been taken and if the illness or injury continues, earnings continuance will be paid up to the end of the 16th week from the onset of the illness or injury. If a sickness or injury carries over the vacation year end, the previous year's vacation and up to three (3) weeks of the new years vacation must be taken after the first eight (8) weeks of earning continuance. Employees will be allowed to take ten (10) emergency days as per *Employment Standards Act* per year.

In order to qualify for this benefit, the Employer may request verification of the illness/injury from the treating doctor or physician and the employee shall comply with such request. Any request made by the Employer for a note will be paid by the Employer if a suitable note is provided.

19.04 **LONG TERM DISABILITY** - The Employer agrees to maintain the level of benefits as set forth in Appendix B of this Collective Agreement (Great-West Life Assurance Company) at no cost to the employees.

19.05 **Post Employment Drug Coverage from age 60 to 65 years of age.**

ARTICLE 20 - WAGES

20.01 Effective June 16, **2022**, the following hourly wage rates will apply.

| <u>Classification</u> | <u>Rate</u> |
|---|----------------|
| Office/Clerical | \$38.79 |
| June 16, 2022 — Job rate \$38.79 | |
| June 16, 2023 — Increase all rates by 3% | |
| June 16, 2024 — Increase all rates by 3% | |
| June 16, 2025 — Increase all rates by 3% | |
| June 16, 2026 – Increase all rates by 3% | |

20.02 Employees shall be paid every second week.

20.03 ME TOO CLAUSE

The employer commits to provide any positive gains which members of USW LU 2251 may negotiate in the future. Unifor 1359-USW 2251 Unit will have the

exclusive option to decide whether future negotiated gains achieved should apply to Unifor 1359-USW 2251 Unit.

ARTICLE 21- COST OF LIVING

21.01 Following the release of the Consumer Price Index for July 1998 by Statistics Canada based on the 1981 equals 100 index, the Employer shall compare such index with the Consumer Price Index for April 1998.

21.02 Effective with the first pay period following the release of the Consumer Price Index for July 1998, 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 THE
INDEX FOR**

BASED ON THE COMPARISON OF

July 2022

July 2022 with April 2022

October 2022

October 2022 with July 2022

January 2023

January 2023 with October 2022

April 2023

April 2023 with January 2023

July 2023

July 2023 with April 2023

October 2023

October 2023 with July 2023

January 2024

January 2024 with October 2023

April 2024

April 2024 with January 2024

July 2024

July 2024 with April 2024

October 2024

October 2024 with July 2024

January 2025

January 2025 with October 2024

April 2025

April 2025 with January 2025

July 2025

July 2025 with April 2025

October 2025

October 2025 with July 2025

January 2026

January 2026 with October 2025

April 2026

April 2026 with January 2026

July 2026

July 2026 with April 2026

October 2026

October 2026 with July 2026

January 2027

January 2027 with October 2026

April 2027

April 2027 with January 2027

21.03 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.

- 21.04 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.
- 21.05 The cost of living allowance referred to in Article 21.02 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.
- 21.06 Effective August 1, **2022**, the total amount of the cost of living allowance in effect July 31, **2022** will be added to the hourly rates.
- 21.07 Effective August 1, **2023**, the total amount of the cost of living allowance in effect July 31, **2023** will be added to the hourly rates.
- 21.08 Effective August 1, **2024**, the total amount of the cost of living allowance in effect July 31, **2024** will be added to the hourly rates.
- 21.09 Effective August 1, **2025**, the total amount of the cost of living allowance in effect July 31, **2025** will be added to the hourly rates.
- 21.10 Effective August 1, 2026, the total amount of the cost of living allowance in effect July 31, 2026 will be added to the hourly rates.**

ARTICLE 22 - PENSIONS

- 22.01 Full-time, eligible employees will receive a basic pension of \$58.00 per month times years of service pursuant to the provisions contained in Appendix (C).

The employer agrees to an enhanced early retirement provisions with bridging option. This will consist of a 60/20 enhanced early retirement option and a \$15.00 per month per year of service.

To be clear, an employee may retire at the age of 60 years of age with 20 or more service units without a reduction.

ARTICLE 23 - CHRISTMAS BONUS

- 23.01 A Christmas bonus of \$100.00 will be paid on the first pay of December to all employees who have completed their probationary period.

ARTICLE 24 - SOCIAL JUSTICE FUND

24.01 The Employer will contribute \$0.01 per hour worked to the Unifor 1359 Social Justice Fund and such contribution will be made for straight time hours worked only and will not be made for overtime or premium hours.

Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year. Contributions to be made payable to Unifor 1359 Social Justice Fund and remitted to the National Office at 205 Placer Court, Toronto, Ontario, Canada, M2H 3H9.

ARTICLE 25 - CONTRACTING OUT

25.01 Work that is normally or customarily performed by employees within the bargaining unit covered by this Agreement shall not be contracted or sub-contracted to any outside source or agency without the approval of the Union.

25.02 No bargaining unit employee shall be laid off or on layoff while bargaining unit work they normally perform or is readily capable of performing is being done by outside contractors.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 In the event that the Employer is considering the introduction of technological changes such as data processing, equipment, computer or other automated devices or machines, the Employer agrees to discuss such changes with the Union and any affected employee as far in advance as possible.

26.02 In the event new technology or equipment is introduced, the Employer agrees that employees who are assigned or bid on a new position or are performing tasks on new automated equipment shall be offered on the job training,

Any new positions resulting from the introduction of new automated equipment shall be posted in accordance with Article 8.

ARTICLE 27 - HARASSMENT IN THE WORKPLACE

27.01 Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. Harassment, by coworkers in particular, is contrary to our basic union principles of solidarity and equality.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control; sex, race, age,

creed, colour, marital status, family status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as an unwelcome action by any person, in particular, by management, customer or member and/or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades.

Unwelcome or unwanted in this context means any actions, which the harassers know or ought reasonably to know, are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature, such as remarks about appearances or personal life, offensive written or visual actions, like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, and jokes or other unwanted comments or acts.

By pitting certain groups of workers, such as women or ethnic minorities against others, harassment creates a climate of intolerance and division among the membership. By eroding our unity and strength, it can weaken our effectiveness in the workplace, at the bargaining table or on the picket line.

It is the responsibility of management to ensure that the workplace is free of harassment.

USW LOCAL 2251 WORKPLACE HARASSMENT POLICY

USW Local 2251 ("Local 2251") is committed to providing its employees/workers with a workplace that is free from harassment. All individuals are required to conduct themselves in a professional manner on the Local's premises or while performing work and refrain from engaging in harassing behaviour.

Workplace harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome. Workplace harassment includes:

- Discriminatory harassment, which targets an individual or group of individuals based upon characteristics protected under the Human Rights Code, including citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, and record of offences.

- Sexual harassment, which includes unwelcome and vexatious sexual conduct or comment, an unwelcome sexual advances or solicitation by a person in a position to grant or deny a benefit to the employee/worker or a reprisal for refusing that sexual advance or solicitation.
- Workplace harassment is vexatious or objectionable unwelcome conduct, comments, gestures or physical acts that are repeated or, if a single incident, the offending conduct is sufficiently serious to cause a lasting harmful effect on the employee/worker and cause an employee/worker to be humiliated or intimidated, adversely affect an employee's/worker's psychological or physical well-being.

Harassment does not include the reasonable exercise of management functions in the workplace that relate to the management or direction of employees/workers or the workplace. Performance reviews, work evaluation and reasonable disciplinary measures do not constitute harassment.

Local 2251 prohibits and will not tolerate any form of workplace harassment by any employee/worker, member of public, or third-party, including members of Local 2251. All workplace parties have a role in preventing workplace harassment. All employees/workers are responsible for working in compliance with this Workplace Harassment Policy.

Local 2251 will make every reasonable, practicable effort to ensure that no employee/worker is subjected to workplace harassment. If Local 2251 receives a formal harassment complaint, it will investigate the incident in a fair, timely and confidential manner, in accordance with Local 2251's Workplace Harassment Procedures.

This Workplace Harassment Policy, and its related procedures, will be reviewed and updated.

Periodically to ensure compliance with applicable statutory and regulatory requirements.

WORKPLACE HARASSMENT PROCEDURES

Local 2251 has developed specific procedures for reporting and investigating any incident of harassment.

Complaint Procedure

1. Any employee who is the subject of workplace harassment or otherwise becomes aware of an incident of workplace harassment is required to report the matter, as soon as possible, to the President of Local 2251, who will attempt to

- informally resolve the matter to the mutual satisfaction of both the complainant and the alleged harasser.
2. If the President or their alternate cannot informally resolve the incident to the mutual satisfaction of both the complainant and the alleged harasser, or in situations where informal resolution is not appropriate, Local 2251 will conduct an investigation into the incident. If the conduct involves the President of Local 2251, the President shall appoint a third party to investigate the complaint.
3. If the incident is not informally resolved, the complainant will complete a formal written complaint setting out the particulars of the alleged harassment and to provide this form to either the President of Local 2251 or the third-party investigator.

Harassment Investigations

4. Local 2251 is committed to investigating incidents of harassment in a timely, impartial and objective manner where receives a complaint of workplace harassment.
5. The incident investigation will be conducted by the President of Local 2251 or if the circumstances require it, a neutral third party.
6. Confidentiality will be maintained, consistent with the needs of the investigation. Confidential information will only be disclosed for the purpose of the investigation, as required to take corrective action, or as required by law.
7. After completion of the investigation, the complainant and the alleged harasser will be notified of the outcome of the investigation.
8. Local 2251 will keep records of the harassment investigation including:
 - A copy of the complaint or details about the incident.
 - A record of the investigation including notes.
 - A copy of any investigation report.
 - A summary of the outcome of the investigation that was provided to the complainant and the alleged harasser, if the alleged harasser was a worker.
 - A copy of any corrective action taken to address the complaint or incident of workplace harassment.
9. All records of the investigation will be kept confidential. The investigation documents, including the investigation report will not be disclosed unless necessary to investigate an incident or complaint of workplace harassment, take

corrective action or otherwise as required by law. These records will be kept for at least one year.

Reprisals Prohibited

10. No reprisal or penalty will be taken against a person for bringing forward a harassment complaint in good faith or participating in a harassment investigation.

ARTICLE 28 - PAID EDUCATION LEAVE

The employer agrees to pay into a special fund \$0.015 cents (one point five cents) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid yearly to the following address: Unifor 1359 Paid Education Leave Program, Unifor, 205 Placer Court, Toronto, Ontario M2H 3H9.

ARTICLE 29 - MINUTE OF SILENCE

The employer agrees to allow employees one (1) minute of silence, each year in observance of those workers who died in industrial accidents at 11:00 a.m. on April 28th, on December 6th, at 11:00 a.m. for violence against women, and on November 11th, at 11:00 a.m. for Remembrance Day.

ARTICLE 30 - TERMINATION AND RENEWAL

- 30.01 This Agreement shall be effective **from June 16, 2022** and shall continue in effect up to and including **June 15th, 2027** at which time it shall be automatically renewed unless either party gives notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiation for the revisions or renewal of all or any part of this Agreement, and both parties shall thereupon enter into negotiations in good faith and make reasonable effort to secure a renewal.

In the event that negotiations for the renewal of this Agreement continue past the expiry date, the provisions of this Agreement shall continue in full force and effect until such renewal is affected or until the conciliation procedure under the *Ontario Labour Relations Act* have been exhausted.

LETTER OF UNDERSTANDING

Pension and benefits continuation while on LTD

It is the position of your employer, United Steelworkers, Local 2251, that you continue to receive Health and Welfare Benefits as per Article 21.02 of the Collective Agreement while you are entitled to collect Long Term Disability payments as per Article 21.04.

It is also the position of your employer that you will continue to accrue pension service units while you are entitled to collect Long Term Disability payments unless prohibited by legislation or by the Canada-Wide Industrial Pension Plan rules.

LETTERS OF AGREEMENT

RE: VIOLENCE AGAINST WOMEN

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. Doctor, lawyer, professional counsellor) a woman who is in an abusive or violent personal situation, will not be subjected to discipline without giving full consideration otherwise supportive of discipline.

RE: BANKING OF LIEU TIME

Employees may bank lieu time, with the understanding that they must inform the employer when they are taking such lieu time in advance, and as long as it does not impair the operation of the facility. All lieu time must be recorded and both parties will share the information and the amount of banked time.

Re: MILEAGE

The Office Staff shall be paid the prevailing amount for mileage allowed by the United Steelworkers International Union in accordance with Local Union 2251 By-Laws. The mileage shall be paid quarterly in January, May, and September.

Dated this 31st day of August, 2023 at Sault Ste. Marie, Ontario.

For the Employer:

Michael DeBor
Laura Koll
Mark McKeown
Mark McKeown
Robert Roussin
J. J. Perrich

For the Union:

James J. Brown
Shirley G. Grier
Wynne Bell
Lina Palmer
