

# **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**Stelco Inc.- Emergency Services and Security  
Its Successors and Assigns  
(hereinafter called the “Company”)**

**and:**

**United Steelworkers, Paper and Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial and Service Workers International Union  
(United Steelworkers) (hereinafter called the “Union”)**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

1.01 It is the intent and purpose of the parties hereto to set forth herein the Basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed and to provide a procedure for the prompt, and equitable adjustment of alleged grievances, to the end that there shall be no interruption or impeding of work, work stoppages, strikes or other interference with production during the life of this agreement.

1.02 The Employer agrees to include the Unit Chair, or their designate, from 8782-06 to be a participant of the Senior Level Committee as defined in the Lake Erie Works Collective Agreement.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Security and Emergency Services Department in Haldimand County, Ontario, save and except:

- a) Manager-Emergency Services & Security;
- b) Security Chief;
- c) Fire Chief;
- d) Coordinators – Emergency Services & Security Training Coordinator;
- e) Emergency Services & Security Shift Supervisors; and,
- f) persons above the rank of Shift Supervisor.

2.02 The Parties agree that the main duties of the Emergency Services and Security (Bargaining Unit and Salaried personnel) involve Security, Fire, Truck Scales, Pass Control and Emergency Response. The main responsibilities of the Emergency Services and Security personnel is for the protection of company assets.

The parties agree that salaried employees will not perform work which is normally performed by bargaining unit employees except in situations of a short-term nature wherein bargaining unit employees are unavailable due to the inability

to schedule or reassign.

### **ARTICLE 3 – RELATIONSHIP**

3.01 There will be no discrimination, intimidation, interference, restraint, or coercion exercised or practiced by the Company or its representatives against any employee because of the employee's membership in, or connection with the Union.

3.02 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by agreement with the Company.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The management of the plant and the direction of the working forces, including the right to direct, plan and control operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the facilities in the traditional manner is vested exclusively in the Company, subject to the express provisions of this agreement.

4.02 The Union further recognizes the right of the Company, subject also to the terms of this Agreement, to operate and manage its business in all respects and to maintain order and efficiency. The Company also has the right to make and alter rules and regulations to be observed by its employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed and understood that all rules and regulations issued by the Company, including safety regulations, which do not conflict with the provisions of this agreement, are in force during the life of the agreement and any extension thereof and shall be adhered to by the members of the Union.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

- 5.01 There shall be no lockout by the Company and no interruption, work stoppage, strike, sit-down, slowdown, or any other interference with production by any employee or employees during the term of this agreement.
- 5.02 In the event that any controversy between the Company and any organization or group of employees, whether members of another bargaining unit or unrepresented, results or threatens to result in a strike, work stoppage or other interference with the Company's business, the Local agrees, and each employee in the Local agrees that, regardless of the organization or group involved in any such controversy, employees represented by the Union will continue to report for duty, and will fully discharge their duties.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P. O. Box 9083, Lockbox #TX9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1, Tel: (416) 562-5007 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office at 1031 Barton Street E. Hamilton, Ontario L8L 3E3 or the Union office designated by the Area Coordinator: Financial Secretary of Local 8782, Box 220, Jarvis, Ontario N0A 1J0.
- 6.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) a list of the names of all employees from whom no deductions have been made and reasons;
- c) this information shall be sent to both Union addresses identified in article .02 in such form as shall directed by the Union to the Company.

6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

#### **ARTICLE 7 – UNION REPRESENTATION**

7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.

7.02 The Company agrees to recognize a minimum of two (2) Union Stewards. One (1) additional steward will be recognized for every additional fifteen (15) employees above thirty (30) employees in the bargaining unit.

7.03 The Company shall be notified by the Union of the names of the Union Stewards and any changes made thereto within thirty (30) days of change.

7.04 When the legitimate business of Grievance Committee persons or Union Stewards requires them to leave their work stations and/or departments, they shall first receive permission from their Supervisor (such permission shall not be unreasonably withheld).

7.05 A member of the Grievance Committee who has requested and been granted permission to leave work for the purpose of attending a Third Step Grievance Meeting will be allowed up to one (1) hour in total for leaving and returning to their job prior to and after such meeting. The employee will be paid for such time

lost from work.

## **ARTICLE 8 – NEGOTIATING COMMITTEE**

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Union Chairperson, who shall be regular employees of the Company, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the parties hereto that any complaint or grievance arising between an employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that an employee has no grievance until they, either directly or through the Union, has first given their immediate Supervisor an opportunity to adjust the complaint.
- 9.03 **STEP NO. 1 Verbal** - If an employee has a complaint, they shall discuss it with their immediate Supervisor in an attempt to settle it. The Supervisor will make known their decision to the employee within seven (7) calendar days. A complaint not settled at Step No. 1 may be appealed at Step No. 2.
- STEP NO. 2 Written** - The grievance shall be submitted in writing to the Manager of Emergency Services and Security or their designate through the Union. The Manager of Emergency Services and Security or their designate shall meet with the employee's Union Steward within seven (7) calendar days of the receipt of the grievance in an attempt to resolve the grievance. A written decision shall be given by such Manager or their designate within seven (7) calendar days after the date of such meeting. Grievances not adjusted in Step No. 2 may be appealed to Step No. 3.



**STEP NO. 3** - If the grievance remains unsettled at the conclusion of Step No. 2, the grievance may be submitted by the Union within seven (7) calendar days to the Manager of Human Resources or their designate, who shall within seven (7) calendar days hold a meeting between the Union Grievance Representative and the Manager of Emergency Services and Security or their designate, in a final attempt to resolve the grievance. A staff representative of the Union may be present at this meeting if requested by either party. The Manager of Human Resources or their designate shall respond within fourteen (14) calendar days in writing to the Union.

The time limits, as provided in this article, may be extended by mutual agreement in writing, which will be dated and signed by the parties hereto.

- 9.04 The Union shall have the right to initiate a Group Grievance or a Union Policy Grievance within ten (10) days of the incident, at Step Three of the grievance procedure.
- 9.05 Grievances relating to notice of discipline or discharge may be appealed directly to Step No. 2 of the Grievance Procedure.
- 9.06 If final settlement of the grievance is not reached at Step Three then the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within thirty (30) working days after the decision is received under Step Three. Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this agreement, such dispute may be submitted to arbitration as set forth in Article 9.00. If no written request either to appeal a grievance from Step No. 2 to Step No. 3 is received within the allotted time, or to refer to arbitration is received within thirty (30) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to be resolved/withdrawn from future consideration/arbitration.
- 9.07 At any stage of the Grievance Procedure including Arbitration, the conferring

parties may have access to any relevant records. The conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses should the grievance proceed to Arbitration.

9.08 The Company agrees to recognize and deal with a Union Grievance Committee of not more than one (1) employee plus the Union Chairperson.

#### **ARTICLE 10 – DISCHARGE AND DISCIPLINARY ACTION**

10.01 A claim by an employee, of discharge or suspension, without just cause, shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step two (2) of the Grievance Procedure within ten (10) working days after the employee has ceased working for the Company.

10.02 All notations on an employee's record, more than 24 months old shall not be considered in current disciplinary actions, provided there have been no notations added during that period.

#### **ARTICLE 11 – ARBITRATION**

11.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to the Agreement.

11.02 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.

11.03 The parties shall then appoint a person to act as Arbitrator. If they are unable to agree upon the appointment of an Arbitrator, the Arbitrator shall be appointed by the Minister of Labour for Ontario.

11.04 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will share on an equal basis the expenses of the Arbitrator.

11.05 No matter may be submitted to Arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

11.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.07 The decision of the Arbitrator shall be final and binding on the Parties.

## **ARTICLE 12 – SENIORITY**

12.01 (a) For the purpose of this agreement, “service” shall mean an employee’s length of service since the date of their last hiring or rehiring as a permanent employee.

(b) An employee shall not earn service and shall be considered as a probationary employee until the employee has worked and successfully completed a probationary period of one thousand and forty (1040) hours. Upon completion of an employee’s probationary period, their service shall be the date of their last hiring as a permanent employee.

If more than one employee is hired on the same date the employee with the lowest permanent number assigned by the Company shall be considered to have the longest length of service.

(c) Employees who are hired on a temporary basis, and who are subsequently hired as a full-time employee, with no break in service, will have their service and seniority dated back to the last date that they were hired as a temporary employee.

(d) For the purpose of this agreement, “seniority” and “service” shall be defined as follows:

(i) Seniority shall mean an employee’s length of service as an hourly rated employee of Stelco Lake Erie Works as defined in Article 2.01. An employee’s seniority date will be applicable for the purposes of vacation selection and layoff provisions of this agreement.

(ii) An employee's service date shall be used for the purpose of vacation entitlement.

12.02 Service and employment shall be terminated when an employee:

- (a) resigns;
- (b) is discharged;
- (c) is laid off for lack of work;
- (d) is absent for three (3) consecutive working days without notifying the Company. Notwithstanding the notification requirement, satisfactory justification for the absence will be required;
- (e) fails to return to work upon termination of an authorized leave of absence, unless a satisfactory reason is given to the Company; and/or
- (f) allows their required government security licence(s) to expire or lapse for more than fifteen (15) days without a justifiable excuse or explanation.

12.03 When an employee, other than a probationary employee, has been laid off, they shall be entitled to recall for a period equal to the lesser of the employee's length of service or twenty-four (24) months from the date of layoff.

12.04 Committeepersons and Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy shall be posted on the bulletin board for employee inspection.

12.05 **Notice of Lay Off**

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given one (1) week's notice in writing in advance of the date of lay off or pay in lieu thereof.
- (b) The Union Chairperson shall be notified in advance of the names of any

employee slated for lay off and the expected duration of same.

- (c) The Union Chairperson shall be retained by the Company in the event of a lay off so long as there is work available that the Union Chairperson is willing, qualified and able to perform notwithstanding the position on the seniority list.

### **Salary Progression**

- 12.06 The provisions of Articles 12.06 to 12.09 inclusive, shall, unless otherwise indicated, only apply to employees hired after July 1, 2019.
- 12.07 The Lake Erie Works Emergency Services Officer Progression Chart, Item 1, shall apply to all employees hired directly into the Emergency Services and Fire Department.
- 12.08 Upon successful completion of their probationary period, an employee shall be classified as Emergency Services Officer I.
- 12.09 In order for an Emergency Services Officer, including employees hired before July 1, 2019, to progress to the next classification, the Emergency Services Officer must successfully complete all required training and demonstrative performances outlined in Item 1.
- 12.10 The Company may temporarily transfer an employee, including employees hired prior to July 1, 2019, from one classification to another, subject to the following conditions:
  - (i) If the move is to a higher-rated job, the employee shall be paid the higher rate of pay.
  - (ii) If the move is to a lower-rated job, the employee shall retain their original rate of pay.
- 12.11 The Company must notify the Unit Chair when adding, deleting, or modifying training set out in Appendix A. It is understood that training may change as

operational needs and/or regulatory requirements may dictate.

12.12 The Company may extend the periods set out for the acquisition of training in Article 12.06 up to six (6) months.

12.13 The Company may place non-bargaining unit personnel on bargaining unit jobs for the purpose of providing training for non-bargaining unit positions. It is understood that employees will not be displaced thereby and nothing herein shall be deemed to waive the provisions of Article 12. Prior to the commencement of such training, the Company will notify the Grievance Committee in writing of any personnel hired or selected for such training.

### **Lay Offs**

12.14 The Company will determine the number of employees required in each job classification.

12.15 Lay offs shall be conducted in the following manner:

- (a) All probationary employees shall be laid off prior to employees who have attained permanent status, excepting such probationary employees as are necessary to provide for the proper functioning of the operation of the Company.
- (b) If necessary, permanent employees within the classification of Emergency Services Officer I will then be laid off, followed by permanent employees within the classification of Emergency Services Officer II, followed by Emergency Services Officer III.
- (c) Former employees shall be recalled in inverse order to the order in which they were laid off.

## **Recall**

- 12.16 No new employees shall be hired after a layoff until all laid off former employees possessing recall rights and who are able and willing to perform the work required have been recalled, except that the Company shall be under no obligation to recall former employees who had not completed their probationary periods at the time of lay off.

## **Responsibility Pay**

- 12.17 The Company may appoint an Emergency Services Officer to relieve an Emergency Services and Security Shift Supervisor, provided the person being appointed is trained and qualified. An employee so appointed will be compensated at an additional rate of \$2.50 per hour.

## **Transfer Outside Bargaining Unit**

- 12.18 The Company may transfer an Emergency Services Officer to a non-bargaining unit position for the purposes of assessing the employee's capabilities for an appointment to a position outside of the bargaining unit. The employee shall retain seniority rights under this agreement for six (6) months from the beginning of assessment period.

## **ARTICLE 13 – LEAVE OF ABSENCE**

- 13.01 An employee requesting a leave of absence other than a leave of absence under part XIV of Employment Standards Act, 2000, shall apply to the Manager of Emergency Services and Security and if such leave is granted, it shall be authorized in writing, but shall not exceed three (3) months. An employee requesting a personal leave of absence will be required to use outstanding vacation prior to the start of such approved personal leave.
- 13.02 The employee will be solely responsible for benefit costs during their personal leave-of-absence and the Company's obligation to pay benefits shall cease during the term of any such personal leave-of absence.

13.03 An employee requesting time off for Union business will advise the Manager of Emergency Services and Security or delegate as soon as they become aware of such intended absence. The Union will confirm a request by notifying the Human Resources Department by Tuesday of the week preceding the week in which the absence is to occur. Such absence for Union business shall be granted as unpaid leave of absence.

#### **ARTICLE 14 – BULLETIN BOARDS**

14.01 The Company agrees to provide lockable Bulletin Boards in areas accessible to employees applicable to Emergency Services and Security locations only (Firehall, Pass Control, Weigh Scale, Kiosk) for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Union agrees that all information must be approved and initialled by the Labour Relations Manager or designate prior to posting. Information posted shall not be critical of the company.

#### **ARTICLE 15 – REPORTING ALLOWANCE**

15.01 This section provides the basis for the calculation of any payment for overtime, and for establishing work schedules.

When an employee reports for work after having been scheduled or notified so to report, they shall be paid for all hours scheduled at the rate of the job scheduled unless:

- (a) work is not available because of conditions over which the Company has no control, including fire, storm, flood, failure or insufficiency of electrical or other power, or
- (b) they receive permission from their supervisor to leave work, or
- (c) they have been notified by the Company not to report for work at least two (2) hours before their next scheduled shift starting time. An employee shall be deemed to have been so notified if the Company has called and left a message at the telephone number recorded by the employee in their department, or they



have not so recorded any telephone number.

#### **ARTICLE 16 – CALL-IN PAY**

16.01 An employee called for work or scheduled for training outside their regular hours shall be paid the greater of four (4) hours straight-time pay or overtime for the time worked or spent training.

16.02 The provisions of Article 16.01 shall not apply when an employee is called to work immediately prior to the start or immediately following the end of their scheduled shift. In all such cases the employee shall receive their appropriate overtime rate.

#### **ARTICLE 17 – JURY AND WITNESS DUTY**

17.01 The Company shall pay to any employee who may be required to serve as a juror or as a subpoenaed crown witness in any court of law, the difference, if any, between the amount paid to them for their jury or crown witness service and the amount they would have received for services normally rendered to the Company during the same period of time. An employee who is not required to be in attendance at court shall report for work.

#### **ARTICLE 18 – HEALTH, SAFETY & ENVIRONMENT**

18.01 The Company and the Union agree to maintain and shall work to improve the standards of Health, Safety and Environment required to prevent occupational illness and occupational injury in the plant. In this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further improve Health, Safety and Environment in the plant.

18.02 The number of the Union Joint Occupational Health, Safety and Environment Committee(s) structure shall not exceed a total which is represented by the ratio of one Health and Safety Representative for every twenty (20) employees or major fraction thereof. The number of members represented by the company and union will be equal. The Company and the Union agree to review the application of this provision on an annual basis. A minimum of one (1) member shall be certified. The members will be appointed by the Union.

The general duties of the Joint Occupational Health, Safety and Environment Committee(s) shall be:

- a) To make quarterly inspections of the emergency services facilities (main gate area including all buildings, the fire hall, extinguisher recharge area and the pumphouse). The unit will not cover or be responsible for other areas already inspected by an existing health and safety committee. For the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigation shall include accidents and near misses which might have caused injury to a worker, whether or not such injury occurred.
- c) New equipment and/or work processes which could affect the safety of employees shall be discussed with all Emergency Services and Security personnel prior to its implementation.

It is agreed, to ensure a safe workplace, and in order to give the Joint Health and Safety Committee the earliest opportunity to identify hazards or unsafe situations, the Joint Health and Safety Committee must be given all the relevant information pertinent to the new equipment and/or process as soon as possible before installation or adoption of said equipment or processes. This is a requirement for such new equipment and/or work processes to receive the input of the Joint Health and Safety Committee.

- d) To hold regular quarterly meetings, for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections. The Joint Occupational Health, Safety and Environment Committee(s) shall make recommendations to

Management for all matters to be resolved.

- e) The Joint Occupational Health, Safety and Environment Committee(s) shall oversee and monitor all education and training programs relating to health, safety and environment.
- f) To keep records of all investigations, inspections, complaints, and recommendations of the Joint Occupational Health, Safety and Environment Committee(s), together with minutes of meetings thereof. A copy of the minutes will be forwarded to the unit chairperson.
- g) Where relevant to the bargaining unit, the Union Co-Chair of the Joint Occupational Health, Safety and Environment Committee(s) shall have the right to accompany all authorized Safety Inspectors on tours of the plant covered by this unit and shall receive copies of any reports sent to the Company pertaining to such inspections.
- h) Members of the Joint Occupational Health, Safety and Environment Committee(s) shall be permitted one (1) hour preparation time, with no loss of pay or benefits, prior to each quarterly meeting. The schedule of such preparation time will be mutually agreed.
- i) When required, the Union and Company shall meet for the purpose of discussing the use of compulsory safety equipment and devices, and the parties will work together to see that all employees follow the rules for the use of such equipment and devices.
- j) It is agreed that the Union's Committee members act herein exclusively in an advisory capacity.

18.03 The Parties acknowledge that newly hired employees will be trained and instructed on all Health and Safety matters relating to the job and the responsibilities of the employee and fellow employees. Such training and instruction shall include, but shall not be limited to, the Workplace Hazardous

Materials Information System (WHMIS).

18.04 The Company shall continue to supply fire retardant clothing (FR's), turnout gear, bunker gear, fire fighter boots, prescription safety glasses (lenses and frames) and any emergency services based and non-emergency service-based safety equipment, as per current practice.

Time approved by the Security Chief and spent by each Union representative of the Joint Occupational Health, Safety and Environment Committee shall be deemed to be hours worked, for which they shall be paid at their regular or premium rate as may apply while attending meetings.

#### **ARTICLE 19 – EARLY AND SAFE RETURN WORK**

19.01 The purpose of the Early and Safe Return to Work (ESRTW) program is to provide a fair and consistent process for accommodating employees who have been ill, injured, or permanently disabled, to allow their early and safe return to work.

19.02 The Manager of Emergency Services and Security will review the disposition of each employee and on the basis of medical opinion and together with the Company's disability management department and a representative of the Union will determine the accommodation of the employee's restrictions and limitations of an employee.

19.03 The Manager of Emergency Services and Security will participate in the interview with the injured employee and any other party involved to ensure there is a clear understanding and acceptance of the conditions applicable to the employee.

#### **ARTICLE 20 – PAID HOLIDAYS**

20.01 The Company recognizes ten - (10) paid holidays. Paid holidays will be:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Victoria Day
Christmas Day	Canada Day

Boxing Day

Civic Holiday

- 20.02 An Employee shall receive one (1) day's pay for each Company recognized holiday based on the employee's regular rate of pay, provided that such employee has worked one day in the month in which the paid holiday is observed.
- 20.03 An employee who is scheduled to work on a paid holiday shall be paid for time worked on such day at one and one half times their regular rate of pay.
- 20.04 An employee who qualifies for the special allowance and is required to work on such holiday shall not be entitled to such special allowance unless the employee works their scheduled work day before or after the holiday.
- 20.05 When a paid holiday falls on a day on which an employee is scheduled to work a twelve-hour shift but is not required by the Company to work such shift, the special allowance shall be calculated on the basis of twelve (12) hours.
- 20.06 The hours for the paid holiday shall be the twenty-four (24) hour period following the commencement of the day turn on the holiday unless some other twenty-four (24) hour period is mutually agreed upon.

**ARTICLE 21 – VACATIONS**

- 21.01 (a) An employee shall be entitled to an annual vacation with pay in accordance with the following schedule, on the basis of their service at July 1<sup>st</sup> in each year.

Hire date to December 31st	Ten (10) hours per complete month of service
Following January 1st but less than five (5) years	Three (3) weeks
Five (5) years of service but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years of service but less than twenty (20) years	Five (5) weeks
Twenty (20) years of actual time worked but less than thirty (30) years	Six (6) weeks
More than thirty (30) years of actual time worked	Seven (7) weeks

- (b) For the purpose of this Article “vacation year” shall mean the year ending June 30<sup>th</sup>.
  - (c) An employee who has not completed one (1) year of service as of July 1, will be entitled upon completion of their probationary period to one (1) day of paid vacation for each month of completed service as of July 1, to a maximum of five (5) days of vacation. Payment for such vacation shall be in accordance with 21.01 (d). However, additional vacation time as required by the Employment Standards Act will be unpaid.
  - (d) An employee with three (3) months service but less than one (1) year at July 1st shall be paid vacation pay at 4% of their earnings from the date of their employment to July 1st.
  - (e) Vacation pay for employees on the 12-hour schedule will be paid based on an hourly basis (ie. 3 weeks = 120 hours) and employees on an 8-hour schedule will be paid based on a 40-hour work week (8 hours per day).
- 21.02 (a) Except as provided in (b) hereof, vacation pay for each week of vacation shall be established by multiplying the employee's average hourly earnings during the calendar quarter year immediately preceding the vacation by forty (40). However, vacation pay for those employees with less than three (3) weeks’ vacation entitlement will be the greater of the calculation provided for above or the calculation provided by the *Employment Standards Act*.
- (b) Vacation pay for each week of vacation shall be two per cent (2%) of the employee's earnings during the vacation year (July 1<sup>st</sup> of the previous year, up to and including June 30<sup>th</sup> of the current year). If the employee:
    - (i) has been on leave of absence for reasons other than disability or Union business directly related to the bargaining unit, for more than a combined total of three hundred and fifty (350) hours during the vacation year, or
    - (ii) has worked fewer than one thousand and forty (1040) hours during the

vacation year for any reason, except that if an employee is required to take a vacation during the months of January and February, hours not worked between the previous July 1st and December 31st by reason of:

- (1) absence on a scheduled vacation, or
- (2) the celebration of a paid holiday for which the employee was paid an allowance under Article 20.

shall be deemed to be hours worked for the purposes of this provision.

Hours not worked during the year while on Union business directly related to the bargaining unit shall also be deemed to be hours worked for the purpose of this provision.

21.03 Vacation shall not be accumulated but must be taken within the current calendar year.

21.04 An employee whose employment is terminated shall be paid vacation pay in the amount of two per cent (2%) of their earnings since the preceding July 1<sup>st</sup> in respect of each week of vacation to which they were entitled on such July 1<sup>st</sup>.

21.05 The time at which the vacation of any employee shall be taken shall be prescribed by the Company.

## **ARTICLE 22 – WAGES**

22.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Schedule “A” attached hereto and forming a part of this Agreement.

22.02 a) Employees working any afternoon shift shall be paid a shift premium of ninety (90) cents per hour for all hours worked.

b) Employees working any night shift shall be paid a shift premium of ninety-five (95) cents per hour for all hours worked.

- c) Employees working any Saturday shift shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked.
- d) Employees working any Sunday shift shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) cents per hour for all hours worked.

22.03 The Company agrees that all employees shall be paid bi-weekly by direct deposit ten (10) days after the close of the pay period.

22.04 An employee who is paid at a rate of pay higher than the maximum for the classification shall be considered red circled. Any general increase to the rates of pay shall only apply to that portion of the employees pay found in Schedule "A". Any employee who is red circled shall be considered as being at the maximum rate for their classification.

#### **ARTICLE 23 – HOURS OF WORK AND OVERTIME**

23.01 a) When an employee is scheduled to a twelve (12)-hour shift, they will be provided with one thirty-minute lunch period and two fifteen (15) minute breaks for each half shift. When an employee is scheduled to an eight (8)-hour shift, they will be provided with a lunch period of thirty (30) minutes.

b) It is understood that the scheduling of lunch periods is subject to the needs of particular operations.

23.02 a) Time worked in excess of one hundred and sixty (160) hours in each period consisting of two bi-weekly pay periods shall be paid at the rate of time and one-half (1.5), or at double time (2), if the overtime shift occurs on a Paid Holiday.

b) Employees who work in excess of their scheduled daily hours shall be paid at the rate of time and one-half (1.5) for such excess hours.

c) Work on scheduled days off shall be paid at time and one-half provided:

(i) The employee has worked their scheduled 36, 40, or 48 hour week, or



(ii) The employee works on a scheduled day off without a prior notification of a pending layoff which results in a reduction to the regular scheduled hours.

23.03 Nothing in this Article shall be construed to be a guarantee of hours of work per day or per week.

a) The Employer shall post a one (1) year schedule at the conclusion of the annual vacation selection process, but by no later than December 31st of the current year.

b) Any changes to schedules of work for each calendar week will be made known to all employees via email, by 2:00 pm Thursday of the preceding week. The Employer will directly notify an employee if their schedule for the following week is changed after Thursday at 2:00 pm of the preceding week.

c) Schedules may be changed by the Company at any time, provided however, that where an employee's schedule is changed after 2:00 p.m. Thursday of the week preceding the calendar week in which the change is to be effective, they shall be entitled to overtime rates for straight time hours worked on their first scheduled working day which has been changed in the calendar week in which the schedule change is to be effective.

23.04 Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this agreement only, even though the hours worked may be overtime under more than one provision.

23.05 Subject to Article 23.06, overtime work shall be on a voluntary basis and shall be assigned subject to knowledge, skill, and ability to perform the work.

23.06 It is understood that employees may be required to attend monthly meetings up to one (1) hour before or after their normal workday (eight (8) or twelve (12) hours) and such time will be compensated in accordance with the provisions of this Article 23. In all other instances hours worked will be governed by the provisions of the *Employment Standards Act*.

- 23.07 The Company will make every effort to ensure that overtime is distributed in a fair and equitable manner.
- 23.08 When the operation needs of the department dictate that an employee's shift needs to be altered, the most junior employee will be displaced, provided they are trained and qualified.

#### **ARTICLE 24 – BEREAVEMENT PAY**

- 24.01 a) When an employee, who has completed their probationary period, is absent from work due to a death in the immediate family, they will be granted up to four (4) shifts leave with pay. Immediate family is deemed to mean spouse, child or step-child, parent or step-parent, mother/father/brother/sister-in-law, sibling, grandparents, or grandchildren.
- b) For the purpose of this clause, the terms "sister-in-law" and "brother-in-law" shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's brother or sister.
- c) An employee who has attained seniority will be protected from loss of regular scheduled pay for a maximum of one (1) day to grieve the death of the employee's aunt or uncle.
- d) If an employee or current spouse suffers a miscarriage, employees will be protected from loss of pay to a maximum of one (1) day.
- e) Legally recognized common-law relationships shall be eligible for the above bereavement benefits.

#### **ARTICLE 25 – CONTRACTING OUT**

- 25.01 The Company and the Union are committed to the productive utilization of bargaining unit employees so as to minimize the requirement for the contracting out of work. The Company will not contract out work that will result in the discharge or layoff or prevent the recall of a laid off employees.

## **ARTICLE 26 – TUITION FEES AND BOOKS**

### **26.01 Tuition Reimbursement Program**

The Company encourages employees to improve their vocational development in the Company through educational courses. Where the employee attends such a course with advance approval by the Company, they will be reimbursed for the regular tuition fees, up to a maximum of three thousand dollars (\$3,000) per year, upon evidence that they have satisfactorily completed the course.

Where the Company instructs the employee to take a course as part of their job duties, expenses will be paid by the Company subject to approval by the Manager of Emergency Services and Security.

Extension courses offered by accredited universities, high schools, technical training centres, and professional associations are eligible. To be approved by the Company, the course must be of a type that can reasonably be expected to improve the performance and development of employees in relation to their careers in the Company.

## **ARTICLE 27 – CERTIFICATIONS**

27.01 As a condition of employment, all Emergency Services Security Officers hired after the ratification of this agreement will hold a Security Guard Licence, Emergency Medical or First Responder Certification and training as stated in the job classification. Employees who currently hold these licenses and/or certificates shall maintain them.

The Company agrees to meet with the Unit Chair or delegate to discuss training requirements on a quarterly or as needed basis.

## **ARTICLE 28 – TERMINATION**

28.01 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2024, and shall continue in effect up to and including the 30<sup>th</sup> day of June, 2025.

28.02 Either party desiring to renew or amend this Agreement may give notice in

writing of its intention during the last ninety (90) days of its operation.

28.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of Article 28.02, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.


28.04 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Collective Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario *Labour Relations Act*.

**For USW Local Union 8782-06**

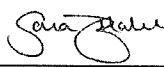
  
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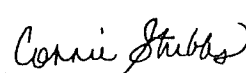
  
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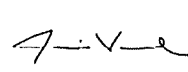
  
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Cole Campbell

**For Stelco Inc. – Lake Erie Works**

  
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Sara Blake

  
\_\_\_\_\_  
Renee VanKooten

  
\_\_\_\_\_  
Connie Stubbs

  
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Jamie Vowles

  
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Victoria Muraca

**SCHEDULE “A” HOURLY WAGES**

Effective July 1, 2024

Probation	\$26.46
Emergency Services Officer 1	\$31.39
Emergency Services Officer 2	\$35.25
Emergency Services Officer 3	\$38.01

**Seniority List**

ID #	Name	Current Class
101701	Robertson, Jodi *	Class I
101710	Giommi, Michael	Class II
120174	Wilkieson, Ashley	Class II
123688	Engelbrecht, Lacey	Class III
125494	Campbell, Cole	Class III
125574	White, Eric	Class III
125576	Mancini, Len	Class III
125741	Uimonen, Ashley	Class III
126175	Clause, Robert	Class III
126204	Fleming, Steve	Class III
126322	Phibbs, Raebecca	Class I
126323	Phibbs, Kyle	Class II
126324	Baatnes, Matthew	Class II
126036	Cheel, Curtis	Class II
126630	Love, Jesse	Class II
126807	Barrow, Blaine	Class II
127011	Easton, Summer	Class I
127168	Whynacht, Corina	Class I
127189	DeBruyn, Hunter	Class I
127218	Ritchie, Noah	Class I
123540	Wingrove, Justin	Class I
127558	Porter, Christopher	Class I

**\*red circled**



**ITEM 2**  
**LETTER OF AGREEMENT**  
**RE: HARASSMENT**

The following policy with respect to harassment is endorsed by both parties:

Stelco Inc. and the United Steelworkers believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect. No individual should experience workplace harassment. Workplace harassment occurs where a person engages in a course of vexatious conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

No individual should suffer from or be exposed to harassment at work, based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability. Harassment is a course of conduct or comment that offends or abuses a person on any of the grounds stated above, where such behaviour is known or ought reasonably be known to be offensive and unwelcome.

Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender-based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that they have been subjected to harassment as defined above to immediately report such concerns to the designated representative.

The Company will advise the designated Union representative of such allegation. All allegations will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

## **Investigation and Resolution Procedure**

The Company and Union will discuss the establishment of a mutually acceptable procedure for investigation and resolution of allegations of discriminatory harassment. Each party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations at the plant level.

The investigators will prepare and issue a report of their findings and recommendations. Such report will be issued in confidence to the Complainant, the Local Union and Plant Management. In the event that the matter continues to be unresolved, the Management of the plant 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 them.

It is understood and agreed that the procedure established by this Letter of Agreement to investigate and resolve harassment complaints does not deny any employee from pursuing their complaint through the applicable legislative procedure and the internal procedure is intended as an alternative process which the individual may elect at their option. It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

### **ITEM 3 LETTER OF AGREEMENT RE: DOMESTIC VIOLENCE**

The Employer and the Union agree that all employees have the right to be free from domestic violence and are committed to providing assistance and a supportive environment to employees who are experiencing domestic violence by providing appropriate assistance and supports. The Employer and the Union recognize that assistance and supports that are adopted must be specific to individual needs, which will vary. Accommodations and supports that can be considered include but are not limited to accommodating a leave of absence under the various provisions of this Agreement, modifying working hours, adjusting work schedules, referral to EAP or other appropriate resources, providing for discretionary time off, and working with the employee to



design and implement an individual safety plan. The Employer and the Union recognize that situations of domestic violence are highly sensitive and accordingly will only disclose relevant information on a need-to-know basis, or as may be legally required. The Parties shall also abide by the relevant provisions of the Employment Standards Act, 2000 pertaining to Domestic Violence.

**ITEM 4**  
**LETTER OF AGREEMENT**  
**RE: EMPLOYEE ABSENCES**

It is understood that when an employee is absent from work it is the employee's obligation to notify the Company of such absence in advance of the start of the scheduled shift where possible. Notification of an absence shall be given to the employee's shift supervisor and in the event that the shift supervisor is not readily available, notification shall be made to the acting shift supervisor. Such notification shall specify the nature, reasons, and expected duration for such absence. It is an employee's obligation to justify such absence which, at the request of the Company, (where sickness is claimed) will require the employee to produce a doctor's certificate. Failure to notify or justify any absence shall constitute an unjustifiable absence. It is understood that this Letter of Agreement shall apply in all cases of absence including those absences specifically dealt with under various provisions of the Collective Agreement.

**ITEM 5**  
**LETTER OF AGREEMENT**  
**RE: EMERGENCY SERVICES & SECURITY INCENTIVE PLAN (ESSIP)**

The Emergency Services and Security Incentive Program (ESSIP) is meant to recognize an employee's contribution towards the success of the company based on pre-approved performance metrics as required by senior management and approved by the Stelco Board of Directors for a set performance period. Performance targets are defined and revised on an annual basis.

The performance period will run on an annual cycle (January to December) with quarterly cycles as follows:

- Quarter 1 – January to March
- Quarter 2 – April to June
- Quarter 3 – July to September
- Quarter 4 – October to December

The ESSIP payment calculation will be 15% of an employee's regular straight time earnings up to a quarterly maximum of 500 hours at their regular rate of pay as at the end of the quarter, multiplied by the Company Performance Factor. The Company Performance Factor cannot exceed 120% in any quarter. The ESSIP payment is subject to an annual maximum of \$16,000 per year per active employee.

The payout for each quarter will be determined as soon as practicable after public disclosure of company financial results:

- Quarter 1 – Paid around end of May
- Quarter 2 – Paid around end of August
- Quarter 3 – Paid around end of November
- Quarter 4 – Paid around end of March

An employee will be eligible to participate in the Plan:

- (a) Effective on the day following the date they complete their probationary period, as specified in the Collective Agreement, and
- (b) Provided the employee is on the payroll of the Company on the last day of the quarterly reporting period.

Other Payment Situations:

- (c) Employees on maternity or parental leave will be paid upon return to work.
- (d) Employees on paid and unpaid leave (WSIB, STD, ESA) exceeding 20 working days will be pro-rated for actual days actively worked in the performance period and will be paid within the same schedules as active employees.