

C O L L E C T I V E A G R E E M E N T

B E T W E E N

MINTECH CANADA INC.
(hereinafter referred to as the
Company or Mintech)

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Service Workers International
Union (United Steelworkers)**

on behalf of Local 8748
(hereinafter referred to as the Union)

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ARTICLE I - RECOGNITION

- .01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Mintech Canada Inc. at the Algoma Steel Inc. in Sault Ste. Marie, save and except foremen, persons above the rank of foremen, office, clerical and sales staff, persons employed for not more than 24 hours per week, and students employed during the school vacation period.
- .02 The Company will not assign bargaining unit work to persons who are not included in the bargaining unit where to do so causes the layoff of a bargaining unit employee.

ARTICLE 2 - NON-DISCRIMINATION

- .01 The parties hereto agree that the provisions of this Agreement shall be applied to all employees in accordance with the provisions of the Ontario Human Rights Code.
- .02 It is acknowledged that an employee may be able to complain pursuant to the provisions of the Ontario Human Rights Code in circumstances where an allegation of a violation of Article 2.01 herein is made. Therefore, the parties agree that where an employee makes a complaint to the Ontario Human Rights Commission in respect of any matter that is or could also be the subject of a grievance alleging a violation of Article 2.01 herein no such grievance shall be permitted to continue or be submitted as a grievance under this Agreement or constitute a difference for the purposes of the grievance and arbitration provisions of this Agreement.
- .03 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union, because of his activity or lack of activity in the Union or because of his filing or not filing a grievance pursuant to the provisions of this Agreement.
- .04 The Union further agrees that there will be no Union activities on the premises of the Company, except as specifically permitted by this Agreement or with the permission of the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

- .01 It is the exclusive function of the Company to manage

all aspects of the Company's operations at the Algoma Steel Corporation Limited in Sault Ste. Marie. Without restricting the generality of the foregoing, it is the exclusive function of the Company to:

Maintain order, discipline and efficiency; hire, transfer, classify, assign, appoint, promote, demote, layoff, recall, retire, and discharge or suspend or otherwise take corrective action with any employee with seniority for just cause provided that an employee who has not completed his probationary period may be terminated for any reason satisfactory to the Company and the right of a probationary employee to grieve shall only be as hereinafter provided; plan, direct and control operations, facilities, systems, procedures, equipment, and processes, direct its personnel, determine complement, assignments, organization, methods and the number, location, classification and the qualifications for positions required from time to time, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment, shift or cessation of operations, and all other rights and responsibilities not specifically and expressly modified elsewhere in this Agreement or stated elsewhere in this Agreement; make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 4 - UNION SECURITY

- .01 The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen 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 AFL-CIO-CLC, P.O. Box 13083 Postal Station `A`, Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault St. Marie, Ontario, P6A 2W9. The remittance and the R-115 form shall be accompanied by a statement containing

the following information:

- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
- b. A list of all bargaining unit 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 be directed by the Union to the Company.

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.

The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

ARTICLE 5 - STRIKE OR LOCKOUT

- .01 The Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike during the term of this Agreement. The words "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 - SENIORITY

- .01 An employee shall not have any seniority and shall be considered on probation until the completion by the employee of **one thousand (1000)** hours of work. It is understood that a probationary employee may be terminated for reasons satisfactory to the Company and a lesser standard of just cause will apply to the termination of a probationary employee.
- .02 Upon completion of the probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date he was last hired by the Company.
- .03 Seniority shall be based on an employee's length of continuous service in the bargaining unit dating from the date the employee was last hired by the Company.
- .04 An employee will lose all seniority and be deemed terminated if he:
 - a) quits the employ of the Company;

- b) is discharged and is not reinstated in accordance with the provisions of this Agreement;
- c) fails to report to work within five (5) days after being notified by registered mail to his current address as shown in the Company's records (a copy of such notice to be sent to the Union) to report to work following recall unless, within that period, a reason satisfactory to the employer has been given;
- d) is absent from work for three (3) consecutive days and fails to notify the Company within that period, unless the absence and the failure to notify are reasons beyond the control of the employee;
- d) fails to return to work upon the termination of an authorized leave of absence;
- e) is absent due to layoff for more than eighteen (18) consecutive months.

.05 An employee will lose all seniority if he accepts a position with the Company outside the bargaining unit for more than three (3) consecutive months during a calendar year.

.06 It shall be the duty of employees to notify the Company promptly of any change of their address. If an employee fails to do this, the Company will not be responsible for failure of any notice to reach such employee.

.07 Committeemen and Shop Stewards will be issued an up-to-date seniority list on or about June 30 and December 31 of each year. A copy of this seniority list shall be mailed to the area office of the Union and a copy posted on the Company bulletin board for employees inspection. Unless the seniority list is disputed within ten (10) calendar days after the date it is posted on the bulletin board no liability shall accrue to the Company in respect of any decisions made on the basis of the list.

.08 Where the Company determines to reduce the work force the Company will lay off employees in reverse order of seniority.

.09 Where the Company determines to recall employees who are laid off the Company will recall employees in order

of seniority.

ARTICLE 7 - UNION REPRESENTATION

- .01 Union rights are as specifically and expressly delineated in this Agreement.
- .02 The Union shall have the right to appoint or otherwise select Shop Stewards from among employees in the bargaining unit who have completed their probationary period. The Union shall notify the Company of the names of Shop Stewards before the Company shall be required to recognize them.
- .03 The Company agrees to recognize one (1) Shop Steward for each fifteen (15) employees or fraction thereof.
- .04 The Company will recognize and deal with a Union Grievance Committee composed of one (1) Shop Steward and the Chairman of the Local Union.
- .05 The Union will provide the Company with an up-to-date list of the Union officers and Committees as soon as formed and whenever a change takes place. Union officers will be regular employees of the Company covered by this Agreement who have completed their probationary period.
- .06 There will be no Union activity during employee working hours except by agreement with the Company. The Union acknowledges that Shop Stewards have regular duties to perform on behalf of the Company and a Shop Steward may leave his work station only for legitimate Union business related to an employee complaint or grievance and only after first obtaining permission from his immediate supervisor. The Company agrees that the Chairman of the Local Union can handle employee complaints and grievances in the same manner as a Shop Steward.
- .07 The Company agrees that Shop Stewards and Grievance Committeemen shall not suffer any loss of pay for reasonable periods of time necessarily spent during regular working hours while processing grievances under the grievance procedure up to and including Step No. 2 but not arbitration.
- .08 A representative of the International Union (not employed by the Company) may meet with employees on Company premises only with the permission of the Production Supervisor or District Sales Manager. When requesting permission, the International representative shall advise the Production Supervisor or District

Sales Manager of the general reason for such proposed visit and the expected duration of the meeting. The meeting will not interfere with the work of the employees involved (such permission shall not be unreasonably withheld).

ARTICLE 8 - NEGOTIATING COMMITTEE

- .01 The Company agrees to recognize and deal with a Negotiating Committee of not more than one (1) employee in the bargaining unit who has completed his probationary period plus the Chairman or President of the local Union. It is understood and agreed that in addition a staff representative of the International Union may be present at negotiating meetings.
- .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.
- .03 The Company agrees to allow members of the Negotiating Committee time off work without loss of regular straight time pay on those days the Negotiating Committee meets with members of the Company, up to but not including conciliation, where the employee would otherwise have been required to work on that day.

ARTICLE 9 - GRIEVANCE PROCEDURE

- .01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has given his immediate supervisor an opportunity of adjusting his complaint. Such complaint shall be discussed with the immediate supervisor within five (5) calendar days after the circumstances giving rise to the complaint have occurred. The immediate supervisor will give his decision within five (5) calendar days and, failing settlement, it may then be taken up as a grievance within two (2) calendar days following advice of the supervisor's decision in the following manner and sequence:

STEP NO. 1

The employee, assisted by a Steward if he so desires, may submit a written grievance to the his immediate

supervisor. The nature of the grievance, the relevant facts and the remedy sought shall be set out in the grievance.

The immediate supervisor will then deliver his decision in writing within five (5) calendar days following the day on which the grievance is presented to him. Failing settlement at Step No. 1, then:

STEP NO. 2

Within five (5) calendar days following the decision under Step No. 1, the Union may submit the written grievance to the Executive Vice-President or his designated representative. A decision in writing will be given within ten (10) calendar days from the date on which the grievance was presented under this Step No. 2.

The Union or the Company may request a meeting to discuss a grievance at Step No. 2 at a mutually agreeable time and place. A meeting at Step No. 2 must be requested at the time the grievance is submitted at Step No. 2. The meeting shall take place within the ten (10) calendar days following submission of the grievance at Step No. 2. A staff representative of the International Union may be present at such meeting together with the employee who has grieved. Where a meeting is held, the response of the Company will be given within ten (10) calendar days of such meeting.

- .02 A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated under Step No. 2. Failing settlement under Step No. 2 within ten (10) days, it may be submitted to arbitration in accordance with Article 10. Any grievance by the Company or the Union as provided in Article 9.02 herein shall be commenced within ten (10) calendar days after the circumstances giving rise to the complaint have occurred. It is expressly agreed and understood that this section may not be used by the Union to initiate a grievance which directly affects an employee where said employee could himself have initiated a grievance pursuant to the provisions of Article 9.01 herein.
- .03 All agreements reached under the grievance procedure or arbitration procedure between representatives of the Company and representatives of the Union shall be final and binding upon the Company, the Union and the employees.
- .04 Failing settlement under the foregoing procedure of any

grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as set forth in Article 10 herein. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step No. 2 is given, it shall be deemed to have been settled and not eligible for arbitration.

- .05 Where no answer is given within the time limits specified in the grievance procedure, the Union and the Company shall be entitled to submit the grievance to the next step in the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.
- .06 The time limits set out in this Article may be extended by mutual agreement.

ARTICLE 10 - ARBITRATION

- .01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure established by this Agreement and within thirty (30) calendar days of the reply under Step No. 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration and at the same time appoint a nominee. Within ten (10) calendar days, the other party shall appoint their nominee and notify the other party accordingly.
- .02 The nominees appointed by the parties shall sit in on an Arbitration Board and the Chairman of the Arbitration Board shall be selected by the parties from the following list in rotation:
 - a) John Brunner
 - b) Earl Palmer
 - c) Martin Teplitsky
 - d) Wesley Rayner

In the event that the Chairman selected by the parties is unable to act, the particular case will be referred to the next named Chairman on the list.

- .03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

- .04 The Arbitration Board shall hear and determine the difference or allegations and the decision of the majority of the Arbitration Board shall be final and binding upon the parties hereto, and the employees.
- .05 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the Chairman.
- .06 The Arbitration Board shall not have jurisdiction to alter, modify, change or amend any of the provisions of this Agreement, imply provisions, give any decision inconsistent with the provisions of this Agreement nor deal with any matter not covered by this Agreement.
- .07 The time limits set out in this Article may be extended by mutual agreement.
- .08 The Company and the Union may by written agreement substitute a single arbitrator selected from the list in Article 10.02 herein and the arbitrator shall possess the same powers and be subject to the same limitations as the Arbitration Board.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

- .01 A claim by an employee, who has completed his probationary period, that he has been discharged without just cause shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within five (5) calendar days after the employee receives notice that he has ceased to work for the Company.
- .02 It is understood that a probationary employee may be terminated for reasons satisfactory to the Company and a lesser standard of just cause will apply to the termination of a probationary employee.
- .03 When an employee is discharged on the premises during the employee's scheduled working hours he will be permitted, if he so requests, to meet with a Shop Steward for a reasonable period of time before leaving the premises.

ARTICLE 12 - LEAVE OF ABSENCE

- .01 Leaves of absence without pay for legitimate personal reasons may be granted by the Company upon written request.
- .02 A maximum of one (1) employee who has been elected or

appointed by the Union to attend a Union convention or conference may attend such event provided a written request is made at least thirty (30) calendar days prior to the event and adequate replacement can be found. Such leaves will be granted to a maximum, in total, of seven (7) calendar days each calendar year and will be without pay.

- .03 Requests for leaves of absence for legitimate Union business of one (1) shift or less will be considered by the Company provided a written request is made by the Chairman of the Local Union and a replacement can be found at no additional expense to the Company or the employee can arrange to exchange shifts with another employee and that exchange of shifts is approved by the Company. The Union will give the Company as much prior notice of such a leave request as possible. Such leaves, if granted, will be limited to one (1) employee at any one time and will be without pay.

ARTICLE 13 - BULLETIN BOARDS

- .01 The Company agrees to provide a bulletin board in an area accessible to employees for the purpose of posting official Union notices. All such notices must be in keeping with the spirit and intent of this Agreement and must be submitted to the Company for approval by the Production Supervisor or his designee before being posted by the Company.

ARTICLE 14 - JURY AND WITNESS DUTY AND BEREAVEMENT PAY

- .01 An employee who is called for jury duty or who is subpoenaed as a material Crown witness will receive, for all days absent from work, an amount equal to the pay lost (calculated as the number of hours he would otherwise have worked, exclusive of overtime, multiplied by the employees regular straight time hourly rate) provided the employee furnishes the employer with a Certificate of Service, signed by the Clerk of the Court, showing the amount received.
- .02 Amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the Company as a condition of entitlement to the payments referred to above.
- .03 The Company will grant up to three (3) days leave of absence from work with no loss of regular straight time pay in the event of the death of the employee's father, mother, spouse, child, brother or sister, grandparents, Mother-in-law and Father-in-law, brother-in-law, sister-

in-law and grandchildren. Bereavement pay pursuant to this Article is conditional upon an employee supplying documentation satisfactory to the Company in respect of a death.

ARTICLE 15 - HEALTH AND SAFETY

- .01 The Company will continue to make provision for the safety and health of its employees during their working hours, subject to such improvements or changes as the Company from time to time may decide to be advisable. The Company also agrees to supply protective pants and coats, gloves and such other safety equipment to employees required by law and/or which the Company considers necessary.
- .02 The Union will cooperate with the Company in encouraging employees to observe any safety regulations which may be established by law or by the Company and to work safely.
- .03 The Company and the Union shall maintain an Occupational Health and Safety Committee consisting of one (1) member elected or appointed by the Union and one (1) member appointed by the Company. The general duties of the Occupational Health and Safety Committee will be:
 - (a) To make periodic inspections of the place of employment 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 investigations shall include accidents which might have caused injury to a workman whether or not such injury occurred.
 - (c) To hold periodic meetings for the discussion of current accidents, their recurrence, and reports of investigations and inspections.
- .04 In the event that an employee is injured at work in the performance of his duties, he will be paid for time lost having such injury attended to, provided he returns to work on the same shift. If the injury is such that the employee cannot return to work on the same shift, he will be paid his wages for the remainder of that shift. If it is necessary, the Company will provide or arrange for suitable transportation for the employee to a Doctor or a hospital and back to the

plant or his home, as the case may be.

- .05 The Company will pay up to \$175.00 towards prescription safety glasses per employee during the term of this agreement upon presentation by the employee of an appropriate medical certificate from an eye doctor and related receipt for prescription safety glasses. If the Company is satisfied that prescription safety glasses have become unusable as a direct result of damages related to the performance of job duties they may be replaced, with a further \$175.00 subsidy, one additional time during the term of the agreement.

ARTICLE 16 - PAID HOLIDAYS

- .01 Employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Two (2) Floaters

Family Day (February)

- .02 To be eligible for holiday pay, an employee shall work on both his scheduled working day immediately preceding and immediately following the holiday concerned unless an employee with seniority was absent due to:
- (a) verified illness or accident (not covered by Workers' Safety Insurance Board (WSIB) for a period not exceeding five(5) days inclusive of paid holiday;
 - (b) layoff for a period not exceeding five (5) days inclusive of the paid holiday;
 - (c) vacation granted by the Company hereunder;
 - (d) a leave of absence for a period not exceeding five (5) working days inclusive of the paid holiday;
 - (e) absence beyond the control of the employee and excused by the Company.
- .03 Eligible employees shall receive holiday pay equal to

the employees regular straight time hourly rate, exclusive of overtime, multiplied by the number of hours the employee is regularly scheduled to work on a shift.

- .04 If an employee works on Christmas or New Year's Day, he shall be paid at the rate of two times his regular straight time hourly rate for all hours worked in addition to holiday pay. If an employee works on any of the other holidays referred to in 16.01 above he shall be paid at the rate of time and one-half his regular straight time hourly rate for all hours worked in addition to holiday pay.
- .05 If an employee is called into work on any of the above holidays, he will be paid double time for all hours worked plus stat holiday pay.**
- .06 When any of the holidays referred to in Article 16.01 herein occur during an employee's scheduled vacation period he shall be granted an additional day of vacation on a day contiguous with the employee's scheduled vacation period.
- .07 The two (2) floaters will be paid at twelve (12) hours each when working twelve (12) hour shift schedules and paid at eight (8) hours each when working eight (8) hour shift schedules.

ARTICLE 17 - VACATION WITH PAY

- .01 An employee who works a minimum of 1,400 hours from January 1 to December 31 in a given calendar year shall receive vacation with pay on the following basis:

Length of Continuous Service	Vacation
Zero (0) to four (4) years as of December 31	2 weeks
Five (5) to nine (9) years as of December 31	3 weeks
Ten (10) to nineteen (19) as of December 31	4 weeks
Twenty (20) to Twenty nine (29) as of December 31	5 weeks
Thirty (30) years or more as of December 31	6 weeks

For all employees with more than one year of continuous service, the employee's vacation pay will be calculated

as follows:

- (i) Where the scheduled hours of work are twelve (12) hours per day, on the basis of forty-two (42) hours multiplied by the employee's regular straight time hourly rate.
- (ii) Where the scheduled hours of work are less than twelve (12) hours per day, on the basis of the regular or normal number of hours of work per week multiplied by the employee's regular straight time hourly rate.

- .02 An employee who works less than 1,400 hours from January 1 to December 31 in a given calendar year shall be entitled to vacation time as set out in Article 17.01 herein, however, his vacation pay entitlement shall only be the greater of (i) his entitlement in accordance with the provisions of the Employment Standards Act or, (ii) his potential vacation pay entitlement pro rated in that proportion that the number of hours actually worked in the calendar year is to 2080 hours.
- .03 Vacation entitlement must be taken in the calendar year following the year in which it was earned and cannot be accumulated.
- .04 In determining vacation schedules the Company will consider the employees' requests, provided they are received before December 15. Where two or more employees request the same time period for their vacation, the Company will grant such requests on the basis of seniority where it determines that it is not possible to meet each of the requests.
- .05 Vacation schedules will be posted during the first week of January each year.
- .06 An employee who leaves the employment of the Company for any reason prior to December 31 in a given calendar year, shall receive vacation pay calculated on his previous years vacation entitlement.

ARTICLE 18 - REPORTING ALLOWANCE

- .01 In the event that an employee reports for work on his scheduled shift, without having been notified in advance not to do so, he will be given at least three (3) hours work at his regular straight time hourly rate or if no work is available, he will be paid the equivalent of three (3) hours at his regular straight time hourly rate in lieu of work. Any employee so affected shall take such temporary work as is available and assigned to him in order to qualify for said three (3) hours of pay. This provision shall not apply when

there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 19 - CALL-OUT PAY

- .01 An employee who has completed his shift and has left the Company's premises and is then recalled to work shall receive no less than the equivalent of four (4) hours pay at his regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- .01 The Union acknowledges the Company's right to schedule as the Company deems appropriate and it is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating and scheduling time worked and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week, or as to the number of shifts or the starting and stopping times of such shifts.
- .02 The work day shall be a period of twenty-four hours beginning at 7:00 a.m. or the shift starting time closest thereto.
- .03 The work week shall be a period of seven consecutive work days beginning at 7:00 a.m. Sunday or the shift starting time closest thereto.
- .04 Employees will under normal circumstances have a period of twenty (20) minutes at an appropriate time during working hours for the purpose of eating lunch.
- .05 For a 12 hour shift schedule, authorized work which the Company requires an employee to perform in excess of twelve (12) hours in a work day or 336 hours in an 8 week shift cycle will be paid at a rate of time and one-half the employee's regular straight time hourly rate. For an 8 hour shift schedule, authorized work which the Company requires an employee to perform in excess of 8 hours in a work day or 40 hours in a work week will be paid at a rate of time and one-half the employee's regular straight time hourly rate.
- .06 Overtime and the working of additional shifts by employees is voluntary to the extent set out herein:
(i) It is understood that the Company has operational commitments and employees will

endeavour to work overtime and additional shifts when requested to do so.

(ii) The Company agrees to endeavour to distribute overtime and additional shift opportunities equitable among employees

(iii) Where an employee declines to perform overtime work or work an additional shift or cannot readily be contacted to perform such work the employee will be deemed to have performed the work for the purposes of determining equitable distribution.

(iv) If no employees volunteer for available overtime work or additional shifts the Company can then assign employees in order of reverse seniority to perform the overtime work or additional shifts until all available overtime work or additional shifts are filled.

(v) Overtime or additional shifts assigned in this manner shall be mandatory and the Union consents to such an assignment for the purposes of the Employment Standards Act.

(vi) It is understood and agreed that in assigning mandatory overtime and additional shifts in reverse seniority, if the Company is unable to readily contact a junior employee the Company can assign the work to the next person on the seniority list who they are able to notify.

(vii) It is also agreed and understood that once

an

employee has worked the maximum number of overtime hours permitted under the Employment Standards Act he will no longer be considered for the purposes of equitable distribution or the mandatory assignment of overtime or additional shifts as set out herein.

ARTICLE 21 - WAGES

.01 The regular straight time hourly rate of employees shall be as follows:

Start rate - \$14.58 per hour

500 hours - \$16.82

1000 hours - \$19.06

1500 hours - \$21.28

2000 hours - \$23.52

Leader - \$25.15 per hour

Other - \$23.52 per hour

2nd Year

Start rate - \$15.09 per hour

500 hours - \$17.41
1000 hours - \$19.73
1500 hours - \$22.02
2000 hours - \$24.34

Leader - \$26.03 per hour

Other - \$24.34 per hour

the Leader rate to be negotiated September 2009 over & above
above rate

3rd Year

Start rate - \$15.62 per hour

500 hours - \$18.02
1000 hours - \$20.42
1500 hours - \$22.79
2000 hours - \$25.19

Leader - \$26.94 per hour

Other - \$25.19 per hour

the Leader rate to be negotiated September 2010 over & above
above rate

.02 The Company agrees that it will endeavour to pay all employees weekly by 12:00 noon on Thursday of each week.

.03 A shift premium of \$0.50 (fifty cents) per hour for all hours worked for night shift and day shift on weekends (from Friday 6:00 p.m. through to Monday 6:00 a.m.)

ARTICLE 22 - BENEFITS

.01 The terms and conditions of all insurance, benefit and pension plans referred to herein do not form a part of this Agreement and are not incorporated into this Agreement and cannot constitute a difference for the purposes of the grievance and arbitration provisions of this Agreement. Any complaint by an employee regarding eligibility, or as to the administration of insurance, benefit or pension plans must be taken up directly with the carrier of the plan.

.02 The Company's only obligation with respect to benefits will be to pay 100% of the premium cost only of life

insurance, accidental death and dismemberment insurance, medical insurance, and dental insurance. Coverage shall be for all eligible employees on the active payroll of the Company who have completed their probationary period and who have met the eligibility requirements for the relevant policies. Eligibility for and entitlement to coverage is subject to the terms and conditions of the insurance policy or policies.

- .03 Employees are eligible for coverage in respect of long term disability insurance and optional life and dependent life insurance. Any costs associated with these benefits will be paid 100% by employees and premium payments will be paid through payroll deduction. Coverage shall be for all eligible employees on the active payroll of the Company who have completed their probationary period and who have met the eligibility requirements for the relevant policies. Eligibility for and entitlement to coverage is subject to the terms and conditions of the insurance policy or policies.
- .04 The Company will provide a vision care benefit of up to \$150.00 during the term of the collective agreement per employee and immediate family member who resides with the employee (i.e. spouse and dependent children under 18).
- .05 Employees who have completed their probationary period are eligible to participate in the Company's pension plan. Employee contributions to the pension plan will be paid through payroll deductions.
- .06 The Company agrees that, upon written request by the chairman of the Local Union setting out the purpose of the requested meeting, the Company will endeavour to arrange a meeting between representatives of the carrier of a plan, the Union and the Company to allow the Union to discuss any concerns in respect of the administration of a plan by the carrier.
- .07 The Company will pay for one (1) sick day per year.**

ARTICLE 23 - GENERAL

- .01 Where the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.
- .02 There shall be no pyramiding of any wages or benefits provided for in this Agreement.

.03 Where the term "regular straight time hourly rate" is used in this Agreement it shall mean an employee's hourly rate as set forth in Article 21 herein.

ARTICLE 24 - TERMINATION

.01 This Agreement shall be effective from the date of ratification by both parties and shall continue in effect up to and including **September 30, 2011**, and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing, not less than thirty (30) and not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the Agreement.

Dated at Sault Ste. Marie this _____ day of

For the Company

For the Union

LETTER OF UNDERSTANDING - 12 HOUR SHIFTS

So long as a 12 hour shift schedule is in effect, relevant provisions of the Collective Agreement will be interpreted and applied in a manner consistent with a 12 hour shift schedule and the following points apply:

- Hours of work will be on an average of 42 hours per week over an 8 week scheduling cycle made up of 3 days of 12 hours each in 4 of 8 weeks and 4 days of 12 hours each in 4 of the 8 weeks;
- Shifts starting times will be 7:00 a.m. and 7:00 p.m.;
- The Union agrees and consents to the continuation by the Company of a regular work day in excess of 8 hours for the

purposes of the Employment Standards Act and the continuing application of the Ontario Ministry of Labour's approval for averaging of hours (Approval No. 2610) and permit for excess hours) (Permit No. 10972).

Nothing in this Letter of Understanding shall be construed or interpreted as diminishing or limiting in any way the Company's management right to schedule work as set out in the Collective Agreement (e.g. Articles 3 and 20.01)

LETTER OF UNDERSTANDING - HOURS OF WORK (Article 20)

So long as a 12 hour shift schedule is in effect, the Company agrees to pay the employees in the following manner;

Mintech will pay for an averaging of work to be 42 hours per week based on an 8 week shift schedule. Any discrepancies between the weekly payroll sheet and the schedule will be handled as follows;

If an employee is required to work more hours during his regular week schedule he will be paid overtime on that week payroll run. If an employee works less than his scheduled hours the company will consider these hours as owed during the next 8 week shift schedule or will be deducted the first week of the next 8 week schedule.

Each employee (excluding overtime) is expected to work including vacation time 336 hours per 8 week schedule. They have agreed that the Company will deduct any difference from the 8 week schedule as stated above.

It is understood that the above agreement can be terminated at any time by Management.

Nothing in this Letter of Understanding shall be construed or interpreted as diminishing or limiting in any way the Company's management right to schedule work as set out in the Collective Agreement (e.g. Articles 3 and 20.01)

LETTER OF UNDERSTANDING - HEALTH AND SAFETY

With respect to health and safety, it is agreed that:

1. The Company and Union members of the health and safety committee will hold monthly health and safety meetings.
2. The health and safety committee will keep minutes of its meetings and post these minutes on the bulletin board after committee meetings.
3. The Company and Union members of the committee will conduct monthly inspection tours of those areas in which Mintech employees regularly work. These inspections will normally be conducted prior to the monthly health and safety committee meeting and any concerns identified during the

inspections will be addressed at the monthly health and safety committee meeting.

4. The International Union Representative and the Executive Vice President of the Company or his designate will meet, or have a telephone conference, at least twice per year to review the operation of the health and safety committee.
5. It is understood and agreed that the Union member of the health and safety committee must be a bargaining unit employee regularly at work and cannot be an employee on layoff.

LETTER OF UNDERSTANDING - SHIFT PREFERENCE

The Company acknowledges the principle of seniority in connection with the scheduling of shifts, provided that the employee has the skill and ability to perform the work. Accordingly:

- If the available shifts in a given week are reduced for reasons beyond the Company's control (e.g. Algoma closes a part of its operation for a part of a work day or a work week) the Company will endeavour, to the extent practicable, to re-schedule the available work to senior employees in preference to junior employees.
- If the Company establishes a regular day shift or a 12 hour

shift the opportunity to be scheduled on such shifts will be offered on the basis of seniority.

LETTER OF UNDERSTANDING - VACATION

The Company agrees to allow booking of vacation, days off to days off.

LETTER OF UNDERSTANDING - BENEFITS

The Company agrees to a maximum of \$7,000.00 per month for long term disability coverage and life insurance at two (2) times yearly wages with no maximum.

LETTER OF UNDERSTANDING - BONUS

If the Company agrees to pay bonus to other Mintech centres, it will include Sault Ste. Marie centre.

LETTER OF UNDERSTANDING - PENSION

The Company agrees that if pension buy-back is offered, it will include and be offered to Algoma Sault Ste. Marie centre.

