

# Vale Inco Limited

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## COLLECTIVE AGREEMENT

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BETWEEN  
VALE INCO LIMITED  
AND  
UNITED STEELWORKERS  
LOCAL 2020-005  
APRIL 1, 2010

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VALE

SUDBURY OPERATIONS

09619(08)

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THIS AGREEMENT made as of the 1st day of April 2010.

BETWEEN:

Vale Inco Limited, (Hereinafter called the "Company")

OF THE FIRST PART

- and -

UNITED STEELWORKERS, and  
LOCAL 2020-005  
UNITED STEELWORKERS,

(Hereinafter called the "Union" and the "Local Union", respectively)

OF THE SECOND PART

## **ARTICLE 1 – RECOGNITION**

- 1.01 This Agreement is entered into by the Union on its own behalf and on behalf of all employees in the bargaining unit.
- 1.02 The Company recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit set out in Schedule "A" attached.
- 1.03 If the parties cannot agree on whether a new job classification or a substantially changed job classification containing similar or same type of work as is performed by both an employee covered by the Collective Bargaining Agreement and another individual employed by the Company is included in the bargaining unit, the matter may be dealt with under the grievance and arbitration provisions of the Agreement.
- 1.04 The words "employee" or "employees" wherever used in this Agreement, unless the context requires otherwise, refer to the employees in the bargaining unit.
- 1.05 The words "Local Union" wherever used in this Agreement mean Local 2020-005 of the United Steelworkers.

## **ARTICLE 2 – NO DISCRIMINATION**

- 2.01 The Company and the Union each agree that there shall be no discrimination, intimidation, restraint or coercion practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or non-activity in the Union or because the employee has exercised or failed to exercise any right specifically provided under this Agreement.
- 2.02 The Company and the Union agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination by the company or the union or employees against any employee because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability or record of offences.
- 2.03 The Company and the Union endorse a workplace environment which is free from harassment that denies individual respect and dignity. For the purpose of this clause, harassment means:

- (a) unwanted attention, remarks or behaviour of a persistent or abusive nature made by a person who knows or ought reasonably to know is unwelcome, and can include comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, unnecessary physical contact, remarks about a person's appearance or personal life, unwelcome sexual advances or demands;
- (b) implied or expressed promise of reward for complying with a sexually oriented request;
- (c) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request;
- (d) harassment does not include properly exercised employee or supervisory responsibilities or conduct.

2.04 The Health, Safety and Environment Representative, as well as one (1) representative from the mines and one (1) representative from surface plants as selected by the Local Union, will receive training in conducting joint discrimination investigations. The Company will select this training.

2.05 Reasonable time spent by the aforementioned Local Union Representative(s) during their regular working hours in connection with this training and investigations will be considered time worked. The granting of leave of absence from regular duties required for this training and for any investigations will be subject to the requirements of the operations.

## **ARTICLE 3 – MANAGEMENT**

3.01 The Union agrees that the Company has the exclusive right to manage the Company, direct the working forces, hire, promote, transfer, demote, or lay off employees, and to suspend, discharge or otherwise discipline employees for just cause. Provided, however, that the Company agrees that the exercise of any of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

## **ARTICLE 4 – UNION SECURITY**

4.01 The Company shall deduct Union dues in each payroll period 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.



- 4.02 All dues shall be remitted to the Union no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance and the R-115 form, accompanied by a statement containing the following information, will be sent to the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1:
- 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.
- 4.03 A copy of the Dues Remittance Form R-115 will also be sent to the Area Coordinator, USW, 128 Pine Street, Suite 301, Sudbury, Ontario, P3C 1X3.
- 4.04 The Union shall indemnify and save the Company harmless against any and all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 4.05 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 – NO CESSATION OF WORK**

- 5.01 Neither the Union nor any employee shall take part in or call or encourage any strike, sit down, slow down, or any suspension of work against the Company which shall in any way affect the operations of the Company; nor shall the Company engage in any lockout at its Ontario Division operations in the Sudbury District.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 The Union and the Company agree it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay.
- 6.02 If a difference arises between an employee and the Company over the interpretation, application, administration or the alleged violation of this Agreement, the employee and the immediate supervisor must first meet as soon as possible and attempt to resolve the difference informally.

If an employee deems it necessary, the employee may request to be accompanied by the Area Union Steward.

- 6.03 The employee may refer the difference to the Manager of Human Resources or designate if it concerns sensitive personal issues, which the employee does not want to discuss with the immediate supervisor.

## **STAGE ONE**

- 6.04 If the difference has not been settled informally, or the employee has not received a reply from the supervisor within five (5) days the employee will review it with the Area Union Steward who will advise the employee on whether to proceed to file a formal grievance. If the employee decides to proceed, the difference will be presented as a grievance to the immediate supervisor or, in the case of sensitive personal issues, to the Manager of Human Resources or designate. All grievances must be in writing, signed by the employee and presented within five (5) days from the date the response has or should have been given and within twenty-one (21) days from the date the employee knew or should reasonably have known of the circumstances giving rise to the grievance. The employee and the Area Union Steward will meet with the Manager, or designate, and one other Company representative to review, discuss and attempt to resolve the grievance. If the Area Union Steward is absent, the nearest Area Union Steward may attend. This meeting must occur within five (5) days of the presentation of the grievance and the employee must be given the written Company answer to the grievance within seven (7) days of the meeting, with a copy to the Area Union Steward. If the grievance is denied, the answer must be accompanied by a written Company Grievance Report detailing the Company position and the facts it agrees with or disputes in connection with the grievance.
- 6.05 All settlements of differences during the informal process or grievances at the first stage will be without prejudice or precedent to any future cases.

## **STAGE TWO**

- 6.06 Failing settlement at the first stage, the employee, after consultation with the Area Union Steward, may wish to have the grievance considered at a meeting of the Grievance Settlement Committees of the parties. In that event, the grievance must be referred to both committees within seven (7) days after the Company answer was given, or should have been given, at the first stage accompanied by a written Local Union Grievance Report detailing the Local Union position and the facts it agrees with or disputes in connection with the grievance.
- 10

The committees will meet every thirty (30) days, if necessary, or more frequently as agreed to between the parties, to consider all grievances referred to them. The committees will adopt a problem solving approach in dealing with the grievances. It is hoped that the matter will be resolved at the meeting, but, in any event, the Company will advise the Local Union and the Employee in writing of its decision within fourteen (14) days of the meeting.

- 6.07 The Company Grievance Settlement Committee will consist of a General Manager, an alternate General Manager, and the Manager of Human Resources (or designate) who shall chair the Committee. Members of the Committee will be appointed and serve annually. If the General Manager is absent for the day, the General Manager will be replaced by the alternate General Manager. At the request of either party, the Manager or agreed to designate from the area in which the grievance originated shall attend the Stage Two meeting.
- 6.08 The Union Grievance Settlement Committee will consist of two Local Union members and the Chair of the Local Union Grievance Committee who shall be the Chief Steward and Chair of this Committee. Members of the Grievance Settlement Committee will be appointed and serve annually. In any situation where one Local Union member of the Committee is absent for the day, the member will be replaced by an alternate Local Union representative. If two members of the Union Grievance Settlement Committee are absent for the day, the meeting will be rescheduled to a later date. A representative of the Union may attend as required.
- 6.09 In keeping with the problem solving approach to grievances, the parties agree that achieving effective results at Stage Two is related to the quality of fact finding and discussion.

To assist, the two Settlement Committee Chairs will meet at least seven (7) days in advance of each scheduled meeting of the Settlement Committees to review and assess the written Grievance Reports submitted by each party. If the Chairs agree that additional information is required to either correct deficiency in a Report, or to clarify issues arising out of the Report, the Chair representing the party responsible for the Report will arrange to have the information, if available, added to the Report for presentation to the Committees. If the Chairs agree that the grievance should be reviewed by a Joint Committee before proceeding to the Grievance Settlement Committees, the grievance will be so directed and reasonable efforts will be made to have the grievance reviewed by the joint committee within thirty (30) days of being notified. The thirty (30) days will be in addition to the time limits contained in these Articles. The Local Union Chair will be granted reasonable time off for these purposes.

- 6.10 Where there is a direct difference between the Company and the Union concerning the interpretation, application, administration, or alleged violation of this Agreement, which is not resolved by discussion between them, either party may file a grievance in connection with the difference. All grievances must be in writing, signed by the filing party and presented to the other within ten (10) days of the occurrence or origination of the circumstances giving rise to the grievance. The Grievance Settlement Committees, supplemented by the Unit Chair and a Union representative as required, and the Manager of Human Resources, must meet within fourteen (14) days of the presentation of the grievance to consider it. It is hoped that the matter will be resolved at the meeting, but in any event, the party receiving the grievance will advise the other of its decision in writing within fourteen (14) days of the meeting.
- 6.11 The time limits contained in these Articles may be extended by agreement between the parties, which agreement will not be unreasonably withheld.
- 6.12 The word "day" wherever used in this Agreement shall refer to calendar day unless the contrary is specified.
- 6.13 Any Area Union Steward or Local Union Officer shall be allowed reasonable time off to attend the necessary meetings with supervisory personnel, or employees, to assist in the early resolution of differences, as provided for in this article, subject to obtaining permission (which shall not be unreasonably withheld) from the immediate supervisor. Reasonable time spent by Area Union Stewards and Local Union Officers during their regular working hours in connection with these duties will be considered time worked.
- 6.14 The Union Grievance Settlement Committee and Area Union Stewards shall be employees. The number, and their location, to be as set out in Schedule "B".
- 6.15 An Interest-based approach to resolving issues will be encouraged as a problem-solving tool available to assist the parties. At the request of either party, this approach will be used to resolve a grievance at Stage Two.

## ARTICLE 7 – ARBITRATION

- 7.01 Failing settlement under the Grievance Procedure, a grievance may be submitted to arbitration. The submission to arbitration must be in writing and delivered to the other party within sixty (60) days after the decision of the Company or the Union, as the case may be, has been given, or should have been given.
- 7.02 Any matter so referred to arbitration shall, if the parties agree, be heard by a Single Arbitrator who shall be selected in rotation from the agreed to panel.
- 7.03 If the parties do not agree to a Single Arbitrator, any matter so referred to arbitration shall be heard by a Board of three (3) arbitrators composed of an arbitrator appointed by each of the parties and a third arbitrator who shall be Chair. The Local Union and the Company shall each within ten (10) days from the date of notice of arbitration appoint its arbitrator and each party so appointing its arbitrator shall give notice of its appointment to the other party. The Chair shall be selected in rotation from the following panel:

Anne Barrett  
Kevin Burkett  
Ross Kennedy  
Joseph Carrier  
Greg Brandt

The parties may by agreement add further names to the panel.

- 7.04 The party referring the grievance to arbitration shall within fifteen (15) days of the appointment of its arbitrator take all necessary steps for the selection of a Chair for the Board of Arbitration in the manner set out in this Article.
- 7.05 If, after making all reasonable efforts to select a Chair within the time limit, there is no Chair able or willing to act, the time limit will be extended to the length of time required to obtain the services of a Chair.
- 7.06 Any individual on the panel who was unable or unwilling to act as Chair when requested shall not again be requested to act as Chair until the individual's name comes up again on the regular rotation of the panel. If an individual is unable or unwilling to act as Chair on six (6) consecutive occasions when requested, the individual shall after the sixth occasion be removed from the panel and a replacement shall be selected by the parties within sixty (60) days.

- 7.07 No grievance shall be considered by the arbitrators nor shall they render any decision in connection therewith unless and until a majority of them have first decided that the grievance constitutes a difference between the Company and the Union, or the employee initiating the grievance, arising from the interpretation, application, administration or alleged violation of this Agreement.
- 7.08 The Rules of Arbitration annexed hereto as Schedule "C" shall govern the conduct of any arbitration proceedings under this Agreement. The finding of the majority of the arbitrators as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 7.09 The Union and the Company shall respectively pay the expenses of and fees payable to the arbitrator selected by each and the Union and the Company shall each be responsible for one half (½) of the expenses of and fees payable to the Chair.

## ARTICLE 8 – SENIORITY

- 8.01 Seniority shall mean the length of continuous service with the Company since the last date of hiring and shall include any period of previous service interrupted by layoff where the employee was rehired and has not declined any permanent recall under this Agreement.
- 8.02 An employee will be considered on probation until completion of six (6) months of continuous service with the Company from the last date of hiring unless rehired as a result of recall. Upon completion of the probationary period, the employee's name shall be placed on the seniority list. The discharge of a probationary employee may be for any reason at the discretion of the Company.
- 8.03 The Company will provide the Local Union with a seniority list of employees every three (3) months showing occupational classification and seniority.
- 8.04 Seniority will continue in the following situations:
- a) Any leave of absence approved by the Company;
  - b) any pregnancy or parental leave approved by the Company;

- c) any leaves of absence for Union and Local Union business approved by the Company;
- d) any period of sickness or accident, including while in receipt of long term disability benefits, up to the time of any layoff;
- e) any period of vacation or production shutdown declared by the Company.

**8.05** An employee will lose all seniority and be deemed to have terminated employment if the employee:

- a) voluntarily quits or is terminated;
- b) is absent without leave from the Company for a period of over five (5) days without providing a reason satisfactory to the Company;
- c) fails to return to work from an approved leave of absence or in accordance with the recall provisions of this Agreement unless, in either case, a reason satisfactory to the Company is given;
- d) is laid off by the Company, unless the individual is rehired in accordance with the recall provisions of this Agreement.

## **8.06 CAREER DEVELOPMENT - JOB EVALUATION AND TRAINING COMMITTEE**

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

- v.) assisting management and employees in various aspects of personal development including job profiles, career paths and appropriate development guides.

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

- b) The Career Development - Job Evaluation and Training Committee will be consulted before employee training is provided by way of job rotation within and outside a pay grade or assignment of employees to different occupational classifications. The provisions of this Article will not apply to such job rotations or assignments.

## **8.07 JOB POSTING SYSTEM**

- a) All occupational classifications are either ladder or non-ladder classifications. The ladder classifications are as set out in Schedule "D" and the non-ladder occupational classifications area as set out in Schedule "I." Before making any change to Schedule "D" or "I" the Company will discuss the change with the Local Union. Any permanent vacancy in a non-ladder classification, in a ladder classification which is the entry to the ladder or in a ladder classification where the Company cannot fill the vacancy from within the ladder, will be posted electronically on the Company's Intranet for a period of six (6) working days during which time employees, including those absent from work because of illness, vacation or leave of absence may apply. For the purposes of electronic job postings a "working day" means a weekday, Monday to Friday.

The notice will include:

- i) the classification and an outline of the principal qualifications and duties,
  - ii) the pay grade,
  - iii) the location,
  - iv) the shift and the hours of work.
- b) In deciding which applicant, if any, it will choose to fill the vacancy, the Company will consider the following:
    - i) the seniority of each applicant;
    - ii) the requirements and efficiency of operations and the qualifications, ability and skill of the applicants to perform the work required.

If two or more applicants satisfy Subsection (b) (ii) equally, the applicant with the greatest seniority will be awarded the vacancy. Where no applicant is selected, the Company may fill the vacancy with another employee or individual. Where the Company elects to fill the vacancy with an employee,



it will, subject to the requirements and efficiency of operations, appoint the junior employee who has the qualifications, skill and ability to perform the required work and for whom the appointment will not result in a demotion.

- c) It is understood that an employee cannot apply for a job vacancy that is a lateral bid if the employee has been the successful applicant in another lateral bid, other than a one-time lateral bid due to a change in shift schedule, within the last twelve (12) months or if the vacancy is one resulting from a successful lateral bid by another employee. For the purposes of this Agreement, a lateral bid will be considered a bid within the same occupational classification or a bid to a classification within the ladder that contains the employee's occupational classification.
- d) The Company will notify employees via email of the name and seniority of the successful applicant and, at the same time, will provide the Local Union with copies of the job posting, a list of applicants for the job posting and the successful applicant notification.
- e) If the Company is unable to move the successful applicant to the new job within fourteen (14) days of declaring the applicant to be successful, the employee will begin at that time to receive the salary for the job.
- f) Any unsuccessful applicant for a vacancy may request the Career Development – Job Evaluation and Training Committee for assistance. In such a case, within thirty (30) days of receiving such request, the Committee will:
  - i) review whether the applicant was treated in an arbitrary fashion and make recommendations to the Company as a result of its review;
  - ii) ensure that the applicant receives reasons for not being selected;
  - iii) provide career counselling and recommend to the applicant, where appropriate, a program of supplementary training or education which is acceptable to the Company;
  - iv) any recommendations made to an employee or the Company under this Subsection (f) shall not be used by either party in any grievance or arbitration proceeding.

## **8.08 REALIGNMENT OR REDUCTION**

- a) In the event that the Company declares a realignment or reduction affecting employees, the Union and Local Union will be notified in advance of the realignment or reduction taking effect and given the opportunity to review and provide its input to the Company in connection with the realignment or reduction.

- b) Permanent vacancies filled by lateral assignment or demotion in conjunction with a realignment or reduction affecting employees may not be posted and the Job Posting System provisions of this Agreement will not apply.
- c) When the Company decides it is necessary to reduce the number of employees in a ladder for a period of time which it expects to be in excess of thirty (30) days, it will, on the basis of the ladder test, select such employees commencing at the entry classification of the ladder and moving to the next higher classification(s) until the required reduction has been attained.
- d) When the Company decides it is necessary to reduce the number of employees in a non-ladder classification for a period of time which it expects to be in excess of thirty (30) days, the Company will select such employees on the basis of the reverse order of seniority unless it determines that the requirements and efficiency of operations and the qualifications, ability and skill of the remaining employees to do the work in the classification require otherwise.
- e) Employees reduced from a ladder or from a non-ladder classification will be reassigned within their own pay grade, demoted or laid off, as the case may be, as follows:
  - i) If there is a vacancy in another classification within the same pay grade as affected employees, the Company will canvass in order of seniority all affected employees and all other employees in the non-ladder classifications from which affected employees are being reduced. The senior canvassed employee wishing to be considered or, if no such employee, the senior affected employee, will be assigned to the vacancy subject to the ladder test where the vacancy is in a ladder classification and the non-ladder test where the vacancy is in a non-ladder classification.
  - ii) If there is no vacancy in another classification within the same pay grade as affected employees, the senior employee will displace the employee in another classification in the same pay grade with the least seniority who has less seniority than such senior employee subject to the ladder test where the attempted displacement is in a ladder classification and the non-ladder test where the attempted displacement is in a non-ladder classification.
  - iii) If the senior employee cannot so displace an employee in another classification in the same pay grade, the process set out in

Subsections (i) and (ii) above will be repeated with respect to classifications in the next lower pay grade(s).

- (iv) If the Company decides that it has a surplus of employees in any of the general administration occupational classifications in pay grade E and below and it expects that the surplus will last for a period of time in excess of six (6) months, it will, subject to the requirements and efficiency of operations, demote or lay off the least senior employees either in these classifications or eligible to be placed in these classifications because of displacement from occupational classifications in pay grade F and above.

Employees reduced from occupational classifications in pay grade F or higher and affected employees already in general administrative occupational classifications in pay grade E or below will, on the basis of seniority, be given the opportunity to select placement in any existing vacancy in such classifications in pay grade E or below provided they can be trained in accordance with Section 8.08 (h) and the placement will not result in a promotion to a higher pay grade. If all employees with sufficient seniority to remain in such classifications in pay grade E or below are not placed using this process, the placement of employees into or the displacement of employees in the general administration occupational classifications in pay grade E and below will be on the basis of the process set out in Subsections (i), (ii) and (iii) above (for affected employees only and without canvassing), except that the employee assigned will, subject to the requirements and efficiency of operations, be the senior employee who can be trained in accordance with Subsection (h) of this Section.

- f) The ladder test means:  
The Company will take into consideration the requirements and efficiency of operations and the qualifications, ability and skill of the employees to perform the work required. If the foregoing is equal as between two or more employees, the one with the least or greatest seniority will be reduced or successful as the context requires.
- g) The non-ladder test means:  
The successful employee will, subject to the requirements and efficiency of operations, be the senior employee who has the qualifications, ability, and skill to do the work required.
- h) Where the process in this Section 8.08 results in the demotion of an employee for a period of time which the Company expects to be in excess of six (6) months and where the employee has not been placed in an occupational classification at pay grade F or higher, such employee will, if necessary, be offered the opportunity of training for up to two (2) months in the core functions of the general administration occupational classifications in pay grade E and below, provided the employee can be so trained and there is work required in the classifications. The employee will be

required to take without pay any courses during nonworking hours that the Comp considers necessary for this purpose.

- i) Concurrent with the permanent layoff of employees, the Manager of Human Resources, or designate, and the Unit Chair will explore whether work in the Ontario Division being performed by contractors could be performed by laid off employees, considering the work currently performed by the bargaining unit, the requirements and efficiency of operations and/or the qualifications, ability and skill of the laid off employees to do the work required. For purposes of this section, it is understood that the letter of agreement entitled "One Month Familiarization" does not apply.

## **8.09 RECALL**

- a) If it is necessary to hire individuals to fill either temporary vacancies which the Company expects to last longer than three (3) months or permanent vacancies in the bargaining unit, individuals with recall rights who have the qualifications, ability and skill to do the required work will be given preference by seniority to be rehired and return to work in order of seniority, subject to the requirements and efficiency of operations.

- b) An individual terminated because of layoff shall have the following recall rights:

<b>Length of Continuous Service at Date of Layoff</b>	<b>Duration of Recall Rights</b>
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Six months or more	Eighteen months from date of layoff
One year or more	Twenty-four months from date of layoff
Three years or more	Thirty-six months from date of layoff
Four years or more	Forty-eight months from date of layoff

- c) Notice of recall to an individual will be considered good and sufficient if it is sent by registered mail to the last address the individual has communicated to the Company in writing.
- d) The notice of recall will identify the job and the time and place of rehiring. The individual shall indicate acceptance within fourteen (14) days from the date of mailing the notice and will report for work within twenty eight (28) days of that date.

- e) An individual who provides the Company with medical evidence satisfactory to it that the individual cannot report for work within the fourteen (14) day recall period and so advises the Company during that period will not lose all recall rights solely because of the failure to report.
  - f) No individual shall be denied consideration for rehiring solely because of a medical or physical condition which existed at the time of layoff.
  - g) An individual may decline a recall to a temporary vacancy without loss of recall rights.
- 8.10 An individual with recall rights may present a grievance at Stage Two of the Grievance Procedure alleging that the individual was laid off or not recalled contrary to the provisions of this Agreement.

### **8.11 TEMPORARY PROMOTIONS**

- a) Where the Company decides to temporarily promote an employee to a higher rated classification for a period of four (4) but not more than thirty (30) consecutive working days or longer if for vacation relief purposes, it will, subject to the requirements and efficiency of operations, give preference by seniority to the employees in the working group where the work is required who have the qualifications, ability and skill to do the work required. If the Company determines that it cannot temporarily promote an employee from within that working group, it will select another working group for the purposes of this Subsection.
- b) Where the Company decides to temporarily promote an employee for more than thirty (30) consecutive working days but not more than one (1) year, it will, subject to the requirements and efficiency of operations, select the employee with the greatest seniority from among those who report to the Manager with the temporary promotion who has the qualifications, skill and ability to perform the job.
- c) An employee who is temporarily promoted to a higher rated non-ladder occupational classification and performs its principal duties for a period of four (4) consecutive working days or more shall receive, for the time worked in that classification, either the entry rate for the classification or five percent (5%) more than their current salary, whichever is greater, provided that an employee will not be paid more than the full performance rate of the higher classification.

- d) An employee who is temporarily promoted will upon the expiry of the temporary promotion be returned to the occupational classification the employee held at the time of the temporary promotion.

## **8.12 CAREER DEVELOPMENT**

The Company can designate individuals or employees for career development purposes to occupy classifications within the bargaining unit and the provisions of this Agreement will not apply in any respect to these individuals except that no such individual or employee will displace an employee from the employee's occupational classification. It is understood that any designated individual will be considered an employee under the provisions of this agreement for the period they are designated. The number of these designated individuals or employees will not exceed at any one time the lesser of thirty (30) or five percent (5%) of the number of employees in the bargaining unit. A designated individual or employee will not be assigned to any one occupational classification for a period in excess of one (1) year. For the purposes of a realignment or reduction, any designated individual or employee will be considered to be in the permanent occupational classification the employee occupied immediately prior to designation.

- 8.13 In making an assignment from one managerial area to another managerial area within the same occupational classification for a period of time which the Company expects will be in excess of thirty (30) days, the Company will give preference to the seniority ranking of employees in that occupational classification, subject to the requirements and efficiency of operations, who have the qualifications, ability and skill to perform the work required. This will not apply to assignments, which the Company makes for the purpose of project work, career development, or training.
- 8.14 The Company retains the right to transfer to the category of employee and to a vacancy created for such purpose in the bargaining unit any person employed by the Company in any other category. Any person so transferred will be credited on the date of transfer with seniority equivalent to their length of Company service on that date. Similarly, any employee transferred out of the bargaining unit will take their Company service to the new position with the Company.
- 8.15 An individual displaced from the bargaining unit and prior to being laid off from the Company shall have the option of being transferred to a vacancy in the production and maintenance employees' bargaining unit where the Company determines that the individual has the qualifications, skill and ability to perform the required work. In making its determination, the Company will not exercise its judgment in an arbitrary fashion.

- 8.16 The Company may accommodate employees or individuals unable to perform their regular work for medical reasons by assigning them to work or to classifications within the bargaining unit without regard to the provisions of this Agreement, provided that no such employee or individual will at the time of the assignment displace another employee from their job.

## **8.17 TEMPORARY VACANCIES IN NON-LADDER CLASSIFICATIONS**

- a) The Company will declare that a temporary vacancy exists in a non-ladder classification when it is known that a vacancy will exist for a period of time greater than three (3) months and that the work cannot be accomplished by assignment to other employees or individuals, the working of overtime or by the temporary promotion of another employee.
- b) If the Company declares a temporary vacancy, a Temporary Vacancy Notification will be electronically posted on Company's Intranet for a period of six (6) working days. This notice will include:
- i.) the classification and an outline of the principal qualifications and duties,
  - ii.) the pay grade,
  - iii.) the location,
  - iv.) the shift and the hours of work
- c) In deciding which applicant, if any, it will choose to fill the vacancy, the Company will consider the following:
- i.) the seniority of each applicant,
  - ii.) the requirements and efficiency of operations and the qualifications, ability and skill of the applicants to perform the work required,
  - iii.) in filling the vacancy, the Company may give preference to qualified applicants from the bargaining unit that presently work in the managerial area where the temporary vacancy has been declared. If there are no qualified applicants from the managerial area, qualified applicants from the rest of the bargaining unit will be given preference over qualified applicants from outside the bargaining unit,
  - iv.) any applicants who are classified in a pay grade greater than the pay grade of the declared vacancy do not have to be considered for selection by the Company.
- If two or more applicants satisfy the requirements of this Subsection equally, the applicant with the greatest seniority will be awarded the vacancy.

- d) If the movement of the successful applicant creates a vacancy, the Company can fill this vacancy in the manner meeting the requirements and efficiency of operations. In the event that there is no successful applicant to the Temporary Vacancy Notification, the Company may fill the temporary vacancy in the same manner. Any successful applicant to a Temporary Vacancy Notification must complete the full term of the temporary vacancy before they are eligible to apply for any other Temporary Vacancy Notification.

The provisions of 8.07 f) will apply to unsuccessful applicants of this process.

## **ARTICLE 9 – LEAVES OF ABSENCE**

- 9.01 The Company will grant leave of absence without pay to employees for the purpose of attending Union conferences, conventions, schools, seminars, Labour College, or attending to Local Union business.

All these leaves will be of not less than one (1) day and be subject to the requirements of operations and be granted upon written request by the Local Union to the Manager of Human Resources or designate. This request will include the name of the employee for whom the leave is sought and the length of the leave. Reasonable notice will be necessary and, in the case of leaves of five (5) days or more a minimum of one (1) week notice will be required, unless otherwise agreed.

- 9.02 The total number of leaves provided for in Section 9.01 shall not exceed twenty-five (25) person days per one hundred (100) employees during each year of this Agreement.

- 9.03 Time spent by employees on the Local Union Negotiating Committee in preparation and during negotiations for renewal of this Collective Bargaining Agreement during the one hundred and twenty (120) days prior to the termination of this Collective Bargaining Agreement will not be included in the total number of leaves provided under Section 9.02.

- 9.04 The Company will grant, upon written request by the Union, leave of absence without pay for a period or periods not in excess of one (1) year or less than fourteen (14) days aggregating not more than one (1) person year during each year of this Agreement. In addition, upon written request by the Local Union, the Company will grant leave of absence without pay for a period or periods, not in excess of one (1) year or less than five (5) days aggregating not more than one (1) person year during each year of this Agreement to Local Union Officers for Local Union purposes. All



leaves will be determined and governed in accordance with the provisions of Section 9.01 of this Article.

## **ARTICLE 10 – HEALTH, SAFETY AND ENVIRONMENT**

- 10.01 The parties share a common concern for the health and safety of employees and support a system of internal responsibility whereby health, safety and environment matters are addressed by employees in the workplace using joint and cooperative methods.
- 10.02 An Area Health, Safety and Environment Committee will be established for each of the following geographic areas to discuss and review health, safety and environment matters within the Area:
- The General Office Building
  - The General Engineering Building
  - The Central Process Technology Building
  - The Agricultural Shop and Greenhouse.
- 10.03 Each Area Health, Safety and Environment Committee will consist of two (2) employees and one (1) alternate employee of the Area appointed by the Local Union, a manager, or designate, from the Area and one (1) other person appointed by the Company. In any situation where an employee member appointed by the Local Union is absent for the day, the alternate Local Union member will replace the employee member. The Local Union and the Company will each designate a member appointed by it as a co-chair and the Committee will meet quarterly within fourteen (14) days of an exchange of agendas between them describing the subjects that they desire to be discussed at the meeting. The Company will prepare and distribute minutes of the meetings to Committee members.
- 10.04 An employee regularly working in a part of the Ontario Division where there is an existing Operation Health, Safety and Environment Committee established under the Collective Agreement for production and maintenance employees between the Company and the Union, will be entitled to have their health, safety and environment concerns addressed by that Committee. For this purpose, the Health, Safety and Environment Representative may represent the employee.
- 10.05 Where a Local 2020-005 employee is participating on an Operation Health, Safety and Environment Committee, the Company will release the employee to attend Operation Health, Safety and Environment Committee activities subject to the requirements and efficiency of operations.

- 10.06 As necessary, the Health, Safety and Environment Representative may discuss matters such as the level of participation, representation and work assigned to employees on an Operation Health, Safety and Environment Committee with the Manager of Safety.
- 10.07 Time spent by employee members of the Area Health, Safety and Environment Committees or Operation Health, Safety and Environment Committees while attending scheduled Committee meetings or associated activities during regular working hours will be considered time worked.
- 10.08 The Unit Chair will be a member of the Joint Occupational Health Committee and the Environmental Awareness Committee.
- 10.09 The parties agree that the Local Union will appoint an employee to serve as Health, Safety and Environment Representative for the term of this Agreement, reporting directly to the Manager of Safety. The Representative will be a resource person for the area Health, Safety and Environment Committees with further duties and related training to be developed jointly by the Unit Chair and the Manager of Safety. The Representative will continue to receive the Representative's regular salary or be paid at the Full Performance level of pay grade H, whichever is greater. Upon completion of the assignment, the Representative will return to the classification the Representative held prior to becoming the Representative. In the event that the Company discontinues the practice of scheduled vacation shutdowns during the July to August period, the Local Union, with reasonable notice, may appoint another employee to act on behalf of the Health, Safety and Environmental Representative, if he/she is absent from work for a period in excess of five (5) working days.
- For the purposes of realignment or reduction the Representative will be considered to be in the classification the Representative held prior to becoming the Representative.
- 10.10 The Unit Chair and the Health, Safety and Environment Representative will be members of the Safety, Health and Environment Executive Committee established for the Ontario Division.
- 10.11 The Company and Union recognize April 28<sup>th</sup> as the annual day of remembrance for workers who died on the job. The Company agrees to lower to half-mast all flags flown at the workplace on that day. Allowance will be made for those working on that day to have a minute of silence in memory of those who died on the job.

## ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 The normal work week is either forty (40) hours per week or for an employee on a defined forty (40) hour averaging period, the employee's regularly scheduled work week.
- 11.02 The work week commences with the start of day shift on Monday.
- 11.03 The day for each employee starts with the beginning of the employee's scheduled working hours in that day and does not include any unpaid lunch period except in the case of an employee working shift work where the employee's one half (½) hour meal period will be considered time worked.
- 11.04 An employee shall be paid overtime at the rate of one and one half (1 ½) times the employee's equivalent hourly rate for all authorized work performed in excess of:
- a) eight (8) hours in a day, or the hours in the employee's regular work day if greater than eight (8) hours, or the hours in the employee's regular work day if on a defined forty (40) hour averaging period, except where the additional time worked is due to the employee's regularly scheduled change of shift, or,
  - b) forty (40) hours in a week, or for an employee on a defined forty (40) hour averaging period the hours in the employee's regularly scheduled work week. Time worked due to an unscheduled short change of shift will be considered as hours worked (up to the employee's regularly scheduled hours for the day) for calculating weekly overtime.
- 11.05 Should an employee be instructed by the Company to change the employee's regular day(s) off in a work week to another day(s) in that week, and receives that instruction after the end of the employee's work day on Friday of the preceding week, the employee will be considered as having worked the employee's normal working hours on the rescheduled day(s) off but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by the employee in that week.
- 11.06 Should an employee be instructed by the Company to change the employee's shift and receives that instruction after the end of the employee's work day on Friday of the preceding week, such employee will, except in the case of an unscheduled short change in shift, be considered as having worked an additional eight (8) hours in the

employee's work week but for the purpose only of determining entitlement to the overtime rate for any other time actually worked by the employee.

- 11.07 These overtime payments will be calculated to the nearest unit of one half ( $\frac{1}{2}$ ) hour and will be paid for any period of work in excess of an employee's scheduled hours in any day provided such additional work is performed for at least one hour.
- 11.08 "Equivalent hourly rate" means the employee's monthly salary multiplied by twelve (12) and divided by two thousand and eighty (2080).
- 11.09 An employee reporting for work on a "call out" shall be paid for all work performed during the call out either at one and one half ( $1\frac{1}{2}$ ) times the employee's equivalent hourly rate or four (4) hours at the employee's equivalent hourly rate, whichever is greater. To qualify for call-out allowance, an employee shall have:
- a) left the premises of the Company, and,
  - b) been notified to commence work at a time other than the time immediately following the employee's work day or at a time which is more than one (1) hour immediately preceding the employee's work day, and,
  - c) received notice from the Company less than sixteen (16) hours before the employee was to commence such work.
- 11.10 The Company may, at the request of the employee, grant compensatory time and one half ( $1\frac{1}{2}$ ) off in lieu of overtime payment provided that at no time can an employee accrue more than a maximum of forty (40) hours of lieu time off. This time off will be taken at times agreed upon between supervisor and employee.
- 11.11 An employee who is required to work overtime in excess of two (2) hours after the completion of the employee's scheduled work day, or in excess of five (5) hours since the employee's last meal, will receive a meal allowance of ten (10) dollars or be provided a lunch where practical.
- 11.12 Nothing in the Agreement shall be considered to be a guarantee of work, hours of work or work schedules.
- 11.13 There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.

## ARTICLE 12 – RECOGNIZED HOLIDAYS

12.01 The holidays recognized under this Agreement shall be:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
(First Monday in August)	

In addition to the above, each employee will be entitled to one "floating holiday" in each calendar year to be taken in that year on a day agreed upon between employee and supervisor. If the floating holiday is not so taken, the employee will be paid eight (8) hours at the employee's equivalent hourly rate in lieu of the holiday.

- 12.02 An employee who does not work the employee's regularly scheduled hours of work on a recognized holiday which is the employee's regular day to work, will be paid as if the employee had worked the employee's regular hours that day.
- 12.03 An employee who works on a recognized holiday which is the employee's regular day to work will be paid the employee's regular hours for that day plus one and one half (1 ½) times the employee's equivalent hourly rate for each regular hour worked.
- 12.04 An employee required to work on a recognized holiday which is not the employee's regular work day or which is outside of the employee's regularly scheduled hours for that day or who works overtime on a recognized holiday will be paid for work performed at the rate of two and one half (2 ½) times the employee's equivalent hourly rate.
- 12.05 If a recognized holiday falls within or on an employee's vacation or regular day off and the employee does not work on the holiday, the employee will be paid an additional eight (8) hours at the employee's equivalent hourly rate.
- 12.06 The Company may in lieu of payment in Section 12.05, schedule a compensatory day off for a recognized holiday, which falls within or on an employee's vacation or regular day off.
- 12.07 When a recognized holiday falls on an employee's regular work day, the hours paid or worked (up to the employee's regularly scheduled hours for the day) will be considered as time worked for the calculation of weekly overtime.

- 12.08 For the purposes of Sections 12.03, 12.04 and 12.05 above, the Company may, at the request of the employee, grant compensatory time off in lieu of recognized holiday pay subject to the maximum of forty (40) hours provided for in Section 11.10 of Article "11"
- 12.09 Where by proclamation or otherwise, another day is established as a holiday in lieu of Canada Day, the provisions of this Article shall apply to the holiday so established and not to July 1st.
- 12.10 The provisions of this Article will not apply to an employee who has been absent from work for any reason, other than vacation or casual leave, for a period in excess of five (5) days, including the holiday.

## **ARTICLE 13 – VACATIONS**

- 13.01 Each vacation year shall begin on January 1 and end on December 31 of the same year. December 31 of any year shall, except for the purpose of Sections 13.02 and 13.03, be the date for determining an employee's entitlement to a vacation and vacation pay for the following vacation year.
- 13.02 An employee whose employment commences on or after January 1 and before July 1 in the same year will upon completion of six (6) months of continuous service be entitled to one (1) week of vacation with pay to be taken in that year.
- 13.03 An employee whose employment commences on or after July 1 but not after December 31 in the same year will upon completion of nine (9) months of continuous service be entitled to three (3) weeks of vacation with pay to be taken in the following vacation year.
- 13.04 An employee who has completed more than one (1) but less than five (5) years of continuous service on December 31 of any year will be entitled to three (3) weeks of vacation with pay to be taken during that vacation year.
- 13.05 An employee who has completed five (5) but less than fifteen (15) years of continuous service on December 31 in any year will be entitled to four (4) weeks vacation with pay to be taken during that vacation year.
- 13.06 An employee who has completed fifteen (15) but less than twenty-five (25) years of continuous service on December 31 in any year will be entitled to five (5) weeks vacation with pay to be taken during that vacation year.

- 13.07 An employee who has completed twenty-five (25) but less than thirty (30) years continuous service on December 31 in any year will be entitled to six (6) weeks vacation with pay to be taken during that vacation year.
- 13.08 An employee who has completed thirty (30) or more years of continuous service on December 31 in any year will be entitled to seven (7) weeks vacation with pay to be taken during that vacation year.
- 13.09 An employee will receive vacation pay in the form of continuation of the employee's regular salary for each week of vacation entitlement. An employee entitled to three (3) weeks of vacation who has completed less than three (3) years of service as of December 31 in any year, will receive on account of vacation pay the greater of such continuation of the employee's regular salary or six per cent (6%) of the employee's earnings in the previous calendar year.
- 13.10 Each employee will take the employee's vacation for each vacation year within twelve (12) months of the December 31 date of entitlement to such vacation, subject to vacation banking as described in Section 13.12.
- 13.11 Vacations will be scheduled at the request of the employee at such times and in such amounts as the Company may determine, taking into consideration in each work group the employee's seniority and wishes and the requirements and efficiency of operations. In the event of a vacation shutdown of up to five (5) weeks employees will be expected to take their vacation during the period of the shutdown, subject to the requirements of operations. Employees not working during the period of a vacation shutdown will not be considered to be on layoff and Section 8.08 of the Agreement will not apply.
- 13.12 An employee who is entitled to three (3) or more weeks of vacation in any vacation year may, subject to Section 13.11, allocate one (1) week of such vacation to the employee's personal lieu time bank to a maximum of either three (3) weeks of vacation lieu time or two (2) weeks of vacation lieu time and other lieu time off of up to forty (40) hours.
- 13.13 Upon termination, retirement or death, an employee or the estate of the employee will receive vacation pay owing for all vacation earned in addition to vacation pay accrued for time worked in the current vacation year.
- 13.14 A week of vacation means seven (7) consecutive days including Saturdays, Sundays and holidays (normally eight (8) a.m. Monday to eight (8) a.m. the following Monday) and shall represent forty (40) hours of work.

## **ARTICLE 14 – REGULAR SALARIES**

- 14.01 The Company and the Union agree that during the term of the Agreement and except as otherwise provided, the regular salaries shall be as set out in Schedules "E" and "F" attached.
- 14.02 It is agreed that the Company may grant to an employee discretionary salary above the Full Performance level of the employee's pay grade based upon the Company's assessment of the employee's performance and, similarly, may reduce such discretionary salary to the Full Performance level. For this purpose an employee may receive discretionary salary of up to ten per cent (10%) of the Full Performance level. Any discretionary salary held by an employee will form part of the employee's regular salary for the purposes of the Agreement.
- 14.03 It is expected that employees in a pay grade will normally progress from the Entry level to the Developmental level after six (6) months, to the Acceptable level after an additional nine (9) months and to the Full Performance level after a further twelve (12) months. However, it is understood that the Employer may accelerate or not progress any employee within a pay grade based upon its assessment of the employee's performance. The Company will place new employees in the level of the pay grade it considers appropriate.
- 14.04 An employee who is promoted to a classification in a higher pay grade will receive either:
- a) The Entry level salary of the higher pay grade if such salary is equal to or greater than a five per cent (5%) increase in the employee's regular salary, or
  - b) A five per cent (5%) increase in regular salary if such increase would not result in a new salary that is greater than the Full Performance level salary of the higher pay grade, or
  - c) The Full Performance level salary of the higher pay grade, or
  - d) The employee's current regular salary if such salary is greater than the Full Performance level salary of the higher pay grade, whichever is applicable.

The parties acknowledge that for the purpose of Section 14.04 (b) an employee may be placed in between levels in a pay grade and, in that event, the employee will be eligible to progress to the next higher level upon completion of the length of time required to progress from the next lower level to that higher level.



## **ARTICLE 15 – SALARY PROTECTION**

- 15.01 The Company will provide salary protection to any employee with at least one (1) year of seniority whose occupational classification is re-evaluated to a lower pay grade or who is placed in an occupational classification in a lower pay grade as a result of a force realignment or reduction.
- 15.02 An employee entitled to salary protection will, for a period of time equal to the employee's completed years of seniority as at the date entitlement arose, continue to receive the employee's previous regular monthly salary, exclusive of any premiums. During the period of salary protection, such continued salary will, if applicable, be adjusted each year by the dollar amount of the annual increase in the regular monthly salary for the full performance level of the lower pay grade occupational classification occupied by the employee on the effective date of such increase. The employee will be paid the regular monthly salary for the occupational classification the employee occupies when the period of entitlement to salary protection ends.
- 15.03 It is a condition of this Article that any employee entitled to salary protection must, in order to remain entitled:
- a) Participate in any training program offered to the employee by the Company, and
  - b) be deemed to be an applicant for any higher pay grade job vacancy posted at a time when the employee is not participating in such a training program and, if determined to be the successful applicant, accept the promotion.
- 15.04 An employee ceases to be entitled to the benefits of this Article once the employee no longer occupies an occupational classification in a pay grade lower than the pay grade for the occupational classification held immediately prior to becoming entitled to salary protection.

## **ARTICLE 16 – SHIFT PREMIUM**

- 16.01 An employee whose regular work schedule contains two (2) or more qualifying weeks each calendar month will be entitled to receive shift premium, paid on a monthly basis, as set out in Schedule "H".
- 16.02 A qualifying week is a complete block within the calendar month of five (5) or more consecutive work days, or less if on a defined forty (40) hour averaging period, on afternoon or night shift.

- 16.03 A permanent employee entitled to shift premium will continue to receive the premium while on vacation, approved short term illness or short term disability salary continuation.
- 16.04 Shift premium does not form part of an employee's regular salary and will not be used or paid in any circumstances other than those provided for in this Article.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE**

- 17.01 If an employee who has one (1) year or more seniority is laid off for a period expected to exceed six (6) months as a direct result of a technological change, the individual shall receive a special allowance equal to one (1) week of the individual's regular salary at the time of layoff multiplied by the individual's completed years of service to a maximum of twenty-six (26). The allowance shall be paid out on normal pay days, just as though regular salary was continuing, until either the full amount of the allowance has been received by the individual or the individual returns to work, whichever occurs first.
- 17.02 For the purpose of this Article "technological change" means the introduction of an innovation in equipment, material or process used by the Company in its Departments and Plants in the Sudbury District which directly results in a change in the manner in which the Company and employees carry out work.

## **ARTICLE 18 – SHORT-TERM DISABILITY SALARY CONTINUATION**

- 18.01 The existing Standard Personnel Practices and Procedure for Salaried Employees in relation to short term disability salary continuation will continue during the term of the Agreement unless changed by agreement of the parties during any review of the Standard Personnel Practices and Procedures.
- 18.02 In consideration of this benefit paid for by the Company, the Union for the employees releases the Company from any obligation it might have to pay to employees any Employment Insurance rebate available because of the existence of this wage loss replacement plan.

## **ARTICLE 19 – SEASONAL AND CASUAL EMPLOYEES**

- 19.01 For the purpose of this Agreement a seasonal employee shall mean an individual who is hired for a period of time not to exceed nine (9) months in a calendar year to perform seasonal work, including landscape construction, land reclamation, grounds maintenance, landscaping and revegetation. Seasonal employees will be paid on the basis of the salary schedule set out in Schedule "F" of this Agreement.
- 19.02 Individuals who have completed one season of up to nine (9) months during the preceding calendar year will, subject to the requirements of operations, be offered the opportunity to be rehired as a seasonal employee on the basis of seasonal service subject to the ability, knowledge, skill, and qualifications of the individual to do the required work. A seasonal employee will be considered on probation for the first six (6) months of seasonal service. The termination of a probationary seasonal employee may be for any reason at the discretion of the Company.
- 19.03 Articles (seniority, leaves of absence, vacations, insurance benefits) of this Agreement shall not apply to seasonal employees. The Company will pay the required premiums for seasonal employees to be covered under the following group insurance plans:
- Prescription Drugs
  - Vision Care
  - Semi-private Hospitalization
- 19.04 In the event of a vacancy in the Leader 1 or Leader 2 classification, the position will be electronically posted on the Company's Intranet for a period of six (6) working days during which time seasonal employees may apply. In filling the position, the Company will take into consideration the seasonal seniority of the applicants, the qualifications, ability and skill of the applicants to perform the work required and the requirements and efficiency of operations. It is understood that if there is no successful applicant the Company may fill the position with a person who is not a seasonal employee.
- 19.05 For the purpose of this Agreement a casual employee shall mean an individual who is hired to work more than twenty-four (24) hours a week for a period of time not to exceed one (1) year for absence coverage, peak load work or defined project work. The termination of a casual employee may be for any reason at the discretion of the Company and shall not be made the subject of a grievance or arbitration. All casual employees will be terminated before the permanent layoff of an employee unless the requirements and efficiency of operations and/or the qualifications, ability

and skill of the available employees to do the work required requires otherwise.

19.06 The provisions of this Agreement will not apply to casual employees. The Company will pay the required premiums for casual employees to be covered under the following group insurance plans:

- Prescription Drugs
- Vision Care
- Semi-private Hospitalization

## **ARTICLE 20 – INSURANCES**

20.01 The Company will continue to pay the premiums for the following existing insurance programs for eligible employees:

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

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

20.03 The parties recognize that these insurance programs are provided to other salaried individuals employed by the company, in addition to employees covered by this Agreement, and that the carriers are subject to change from time to time for all such salaried persons, including employees. No such change will be made without prior discussion and review with the Union.

20.04 Eligible employees may participate in available optional employee paid insurance Programs.

## **ARTICLE 21 – RETIREMENT INCOME**

21.01 All eligible regular and seasonal employees will continue to participate in the Company Retirement System.

21.02 All eligible regular employees, employed prior to April 1, 2010, may continue to participate in the Company Security Reserve Fund Plan until December 31, 2010.

## **ARTICLE 22 – SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN**

- 22.01 All eligible employees will continue to receive the benefits of the Supplemental Unemployment Benefits Plan (SUB) for salaried persons employed by the Company.
- 22.02 The continuation of the SUB Plan is subject to the Company obtaining and continuing to have all necessary government approvals.

## **ARTICLE 23 – TERMINATION**

- 23.01 This Agreement shall become effective on the first day of April, 2010 and shall terminate at midnight on the 31st day of March, 2013.
- 23.02 Either party may give the other written notice to bargain and, and in that event, negotiations to renew this Agreement shall commence in Sudbury not less than sixty (60) days nor more than ninety (90) days before the termination date.

EXECUTED in the District of Sudbury, Ontario, this 1st day of April, 2010.

### **UNITED STEELWORKERS**

G. Loranger  
D. Serre  
S. Stuckless  
B. Gagnon  
A. Lowen-Hill  
B. Ludgate

### **VALE INCO LIMITED**

G. Haley  
M. Medina  
J. Simpson  
N. Keller  
M. Ducharme  
J. Witty

## **SCHEDULES**

### **SCHEDULE 'A'**

#### **BARGAINING UNIT DESCRIPTION**

All office, clerical and technical employees of Vale Inco Limited in its Ontario Division in the District of Sudbury, save and except supervisors and forepersons, persons above the rank of supervisor and foreperson, process forepersons, persons employed in the Employee Relations Department (other than audio-visual technician and technologist), persons employed in the Public Affairs Department, persons employed in the Data Base Group of the Computer Services Department as data base analysts and programmer analysts and in the Applications support Group of the Computer Services Department as systems analysts and programmer analysts, and in the Security Group of the Computer Services Department as security administrators, persons employed in Internal Audit, persons employed at the Copper Cliff Club, senior claims administrators, claims administrators, central incentives administrator, senior industrial evaluators, industrial evaluators engaged in incentive administration, office services and cost analyst - CCCR, senior specialists, project monitors, records administrator - archivist, investigators, training coordinators, ground specialists, ground control specialists who are professional engineers, professional engineers within the meaning of the Labour Relations Act, engineers in training, project engineers, process engineers, Mines Research engineers, Planners I and II in the Mines Engineering Department who are professional engineers, geologists who are professional engineers, senior payroll analyst (staff payroll), administrative clerk (M&U), registered nurses, plant protection officers, secretary to the President, executive secretaries, senior secretaries, secretaries to Managers, secretary to the Medical Director, accounting secretaries, secretary to the Power and Utilities Superintendents, persons regularly employed for not more than twenty four hours per week, students employed during the school vacation period and students employed in conjunction with a cooperative training program of a registered college or university.

#### **CLARITY NOTES**

1. For the purpose of clarity, "professional engineers" wherever used in this bargaining unit description shall mean engineers who are members of the Association of Professional Engineers of Ontario or the equivalent association in another province of Canada or another country.
2. For the purpose of clarity, "central incentives administrator" shall mean a person engaged in the administration and audit of incentive bonus contracts for all mines.

## **SCHEDULE 'B'**

### **NUMBER OF UNION STEWARDS IN EACH AREA**

<b>AREA</b>	<b>No.</b>
Creighton/Crean Hill	2
Garson	1
C.C. South Mine	1
C.C. North Mine	1
Frood Stobie Complex	2
Coleman	2
Central Mills	1
C.C. Smelter	3
C.C. Nickel Refinery	1
General Engineering	2
General Office	2
Water Treatment Plants	1
Central Maintenance	1
Central Process Tech	1
Agriculture	1
<b>TOTAL</b>	<b>22</b>

## **SCHEDULE 'C'**

### ***RULES OF ARBITRATION***

1. Arbitrations shall be heard at Sudbury, Ontario, or at such other place as may be agreed upon by the parties from time to time.
2. In any arbitration the written grievance and the written answer of the Company or the Union, as the case may be, at the last step of the grievance procedure shall be presented to the arbitrators and their award shall be confined to determining the issues set out therein.
3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross examine the witnesses of the other party and to present oral arguments. If a brief of argument is presented by any party, the other party shall be entitled to reply to it. A party presenting a brief of argument or reply to the arbitrators shall forthwith deliver a copy thereof to the other party.
4. Witness fees and allowances shall be paid by the party calling the witness.
5. No cost of any arbitration shall be awarded to or against either party.



## **SCHEDULE 'D'**

### ***LADDER CLASSIFICATIONS***

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

Employees and the Company share responsibility jointly for the upgrading of the necessary qualifications, skills and abilities.

	Grade
Environmental Control	
Sr. Environmental Analyst	J
Environmental Analyst	G
Technologist	
Design Ladder	
Sr. Designer	J
Designer	I
Sr. Draftsperson	H
Draftsperson	F
Technologist	
Project Control	
Sr. Project Controls Coordinator	K
Project Controls Coordinator	J
Technical Specialist	
Specialist	I
Specialist Assistant	G
Technologist	
Systems Development	
Systems Analyst	J
Programmer Analyst	I
Programmer II	G
Programmer I	*
Mines Technical Services	
Sr. Mines Technologist	J
Mines Technologist	I
Assistant Mines Technologist	G
Technologist	
Exploration (Technological)	
Sr. Geological Technologist	I
Geological Technologist	G
Technologist	
Exploration (University)	
Sr. Geologist	K
Geologist	I
University Graduate	
Analytical	
Sr. Chemist	J

Chemist	I
Process Analyst	I
Sr. Analyst	G
Analyst	F
Technologist	

Technical	
Sr. Plant Technologist	J
Plant Technologist	I
Sr. Process Assistant	G
Process Assistant	F
Technologist/Technician	

Plant Maintenance	
Sr. Maintenance Assistant	J
Maintenance Assistant	G
Technologist	

Water Treatment	
Sr. Water Treatment Plant Operator	H
Water Treatment Plant Operator	G

## **SCHEDULE 'E'**

### **REGULAR MONTHLY SALARIES**

EFFECTIVE JANUARY 1, 2010

Grade	Entry	Dev	Accept	Full Perf
B				
C	3115	3345	3580	3895
D	3395	3650	3905	4245
E	3710	3990	4270	4640
F	4010	4315	4615	5015
G	4300	4625	4945	5375
H	4710	5060	5415	5885
I	5030	5410	5785	6290
J	5320	5720	6120	6650
K	5650	6070	6495	7060

Effective January 1, 2011, the regular salaries in effect on December 31, 2010 will be increased by two percent (2%).

Effective January 1, 2012, the regular salaries in effect on December 31, 2011 will be increased by two percent (2%).

Effective January 1, 2013, the regular salaries in effect on December 31, 2012 will be increased by two and one half percent (2.5%).

## **SCHEDULE 'F'**

### **SEASONAL EMPLOYEES**

**EFFECTIVE JANUARY 1, 2010**

<b>Current Classification</b>	<b>Regular Monthly Salary</b>
-------------------------------	-------------------------------

<b>Leader</b>	<b>\$3860</b>
---------------	---------------

<b>Park Person</b>	<b>\$2990</b>
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Effective January 1, 2011, the regular salaries in effect on December 31, 2010 will be increased by two percent (2%).

Effective January 1, 2012, the regular salaries in effect on December 31, 2011 will be increased by two percent (2%).

Effective January 1, 2013, the regular salaries in effect on December 31, 2012 will be increased by two and one half percent (2.5%).

## **SCHEDULE 'G'**

### **ANNUAL INCENTIVE PLAN (AIP)**

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

During this set of negotiations, the parties agreed to the introduction of the Annual Incentive Plan (AIP, or the Plan) for employees effective January 1, 2010 to replace the Ontario Operations Staff Profit Sharing Plan. This will confirm our understanding with respect to the Plan.

Annual awards under the AIP are based on the achievement of outcomes across number of factors, to include:

- Vale Performance,
- Business Unit or Functional Group Performance, and
- Individual and Team Performance.

Eligible employees under the Plan will have yearly performance goals (a mix of personal and team goals) set at the beginning of the year, reviewed at mid-year and assessed at year-end.

Employees could achieve an AIP award up to a maximum of 30% of annual base salary to be paid on an annual basis, in the first quarter of the year following the performance year.

Administration of the Plan will be in accordance with the then applicable program guidelines.

Yours truly,

Mitch Medina  
Manager  
Human Resources.

## **SCHEDULE 'H'**

### **SHIFT PREMIUM**

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

#### **NOTES:**

1. An employee who begins or ends their regular shift schedule before the end of any calendar month will receive the full appropriate shift premium if the schedule was in effect for at least sixteen (16) days in that month. The employee will not receive any shift premium if the schedule was in effect for less than seven (7) days and fifty per cent (50%) of the premium if in effect for seven (7) but less than sixteen (16) days in the calendar month.
2. An employee who changes their regular shift schedule in a calendar month will be paid shift premium for that month on the basis of the applicable rate of shift premium for the employee's regular shift schedule in effect for the longest duration during the month.

# **SCHEDULE 'I'**

## **NON-LADDER OCCUPATIONAL CLASSIFICATIONS**

<b>Job Title</b>	<b>Pay Grade</b>
Ground Control Specialist	K
API Coordinator *	J
Business Analyst **	J
Divisional Energy Coordinator	J
Ergonomist (Occupational Health)	J
Financial Systems Analyst*	J
Metals Accounting Specialist*	J
Buyer*	I
Chief Water Plant Operator *	I
Computer Learning System Specialist *	I
Contract Administrator	I
Decommissioning Coordinator *	I
Financial Analyst	I
Industrial Evaluator *	I
Metals Accounting Business Analyst*	I
Mines Technical Specialist*	I
Power Systems Operator	I
Sr. Geological Analyst *	I
Sr. Hydraulic Technologist *	I
Sr. Process Evaluator *	I
Sr. Systems Operator	I
Technical Services Programmer Analyst *	I
Accounts Payable Administrator	H
Administrator (Transportation)	H
Audiovisual Technologist *	H
Graphic Designer *	H
Instructor *	H
I.S. Field Support Specialist *	H
Maintenance Services Coordinator (CCNR)*	H
Maintenance Technologist *	H



Mines Training Coordinator*	H
Municipal Tax Analyst *	H
Process Evaluator *	H
Program Coordinator	H
Programmer (Smelter) *	H
Sr. Capital Expenditure Analyst *	H
Sr. Capital Planner	H
Sr. Instructor Staff *	H
Sr. Metals Accounting Analyst	H
Sr. Payroll Analyst*	H
Services Coordinator *	H
Statistical Research Info Coordinator	H
Tax & Risk Management Analyst *	H
Water Regulator*	H

Commodity Tax Analyst *	G
Computer System Operator (Gen. Eng.) *	G
Computer Technician (S.H.E.) *	G
Configuration Analyst*	G
Document Controller	G
Instructor (Staff) *	G
Ledger Accountant*	G
Maintenance Coordinator *	G
Metals Accounting Analyst *	G
Network Administrator *	G
Network Administrator (Smelter) *	G
Payroll Analyst	G
P.M. Coordinator	G
Project Planner *	G
Run Coordinator*	G
Scanner Operator*	G
Service Desk Analyst*	G
Shipper	G
Statistical Advisor *	G

Accounts Payable Expeditor*	F
Administrative Assistant III*	F
Administrative Clerk *	F
Audiometric Technician *	F
Computer Operator – Specialty Printing*	F

HRD Assistant *	F
Infrastructure Analyst *	F
Material Coordinator	F
Material Controller*	F
Network Technician *	F
Printer *	F
Print Services Coordinator *	F
Smelter Administrator	F

Administrative Assistant II	E
Administrative Clerk (Computer Services) *	E
Administrative Clerk (Purchasing) *	E
Computer System Operator*	E
Respiratory Technician *	E

Accounting Clerk*	D
Administrative Assistant I	D
Data Input/Output Coordinator *	D
Reproduction Technician *	D

Mobile Monitor Operator*	C
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Decollating Clerk *	B
Messenger *	B

\* Historical Classifications - No Current Incumbents

\*\* Formally Sr. Cost Systems Analyst

## LETTERS OF AGREEMENT

The following are the letters of Agreement between the Company and the Union, and are intended for the purpose of information. They do not form part of the Collective Bargaining Agreement.

### GENERAL

#### *Standard Personnel Practices and Procedures*

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our recent discussions regarding the Company Standard Personnel Practices and Procedures Manual (the "Practices and Procedures"). These Practices and Procedures will continue to apply to all permanent staff where appropriate.

Though there are no major changes anticipated at this time, where changes are made to the Practices and Procedures, an ad hoc committee will be established, from time to time, for the purpose of reviewing the application of these Practices and Procedures. In addition, this panel will make recommendations to management regarding any changes to the Practices and Procedures announced by the Company.

The ad hoc committee will consist of one (1) Human Resources representative and two (2) employees appointed by the Local Union.

The Human Resources representative will serve as facilitator for the ad hoc committee. The facilitator will assist the ad hoc committee with required

resources and support services. The facilitator will also serve as a liaison with the other Company units to which these practices and procedures apply.

Time spent by members during regular working hours in connection with their panel duties will be considered time worked.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 2010

## ***The Meaning of Managerial Area, Manager and Work Group for the Purposes of Article 8***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

### **Managerial Area**

The geographic area under the jurisdiction of a manager.

### **Manager**

The senior management person in the line of authority responsible for the supervision of employees in the workplace regardless of the Managerial Area in which the employees are working.

### **Work Group**

The employees who at any given time report directly to the same supervisor.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 1995

## ***Counselling and Discipline Records***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

## ***Steelworkers Humanities Fund***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our agreement with respect to the Steelworkers Humanities Fund.

The Company will deduct one dollar and seventy-four cents (\$1.74) from the monthly salary of each employee and remit the same to the International Treasurer of the Union at the same time and in the same manner as provided for under Article 4 - Union Security - with respect to Union dues.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

## ***Monthly Salaries Lists***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding that the Company will provide the Union every three (3) months, on a confidential basis, a list of employees showing the monthly salary, including **discretionary** salary, being paid to each employee.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 2010



## ***Local Union Negotiating Team Wages During Negotiations***

April 1, 2010

United Steelworkers,  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

The Company agrees to pay the regular monthly salary for each of the five (5) Local Union representatives on the Negotiating Committee for the period March 1, 2013 to March 31, 2013 for time spent in the negotiation of the 2013 Collective Bargaining Agreement.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995  
Revision Date: April 1, 1998

## ***Interest-based Problem Solving***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

### **Re: Interest-based problem solving - grievance procedure**

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

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

1. Describe and define the issue
2. Identify and explore the interests
3. Develop options
4. Agree on criteria
5. Select solution elements
6. Craft a solution based on consensus of the parties

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1998

## **Casual Employees**

April 1, 2010

United Steelworkers and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

If the Local Union has a concern as to whether an individual is deemed a casual employee, it may refer the matter in writing to the Manager of Human Resources or designate. Within seven (7) days of receiving such submission, the Manager of Human Resources or designate and Unit Chair shall meet to discuss the concern.

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001  
Revision Date: April 1, 2010

## ***Salary of Unit Chair***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding pertaining to the payment of full salary for the Unit Chair of Local 2020-005, during the term of this Collective Agreement.

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001

## ***Health Care Initiative Committee***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This letter will confirm our understanding regarding representation for Local 2020-005 on the joint Health Care Initiative Committee as established with Local 6500 of the United Steelworkers.

The Unit Chair, or a designate, will represent Local 2020-005 at future meetings of the Health Care Initiative Committee.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2004

## **COMPENSATION & BENEFITS**

### ***Benefits for Employees on Union and Local Union Leaves of Absence***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding with respect to the continuing coverage of insurance benefits to employees who are absent from work while on a Local Union or Union requested leave of absence under Article 9 of the Collective Bargaining Agreement.

Employees so absent on a leave of absence granted under Sections 9.01, 9.02, 9.03, and 9.04 as it pertains to Local Union Officers, will continue to receive coverage under the Company programs for the following insurance benefits:

1. Dental Care
2. Prescription Drugs
3. Vision Care
4. Semi-private Hospitalization
5. Major Medical
6. Life Insurance (one times salary) with A.D. & D.
7. Long Term Disability

In addition, an employee will have the option of continuing their Long Term Disability optional coverage and additional Life Insurance.

Employees unable to return to work due to disability at the expiration of any Local Union leave will be eligible for any remaining Salary Continuation or if applicable Long Term Disability.

An employee so absent on a leave of absence granted under Section 9.04, as it pertains to a leave requested by the Union, will be eligible for the same Company programs itemized in 1 to 7 above.

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 2010

## ***Prorating of Compensation***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

Any employee who regularly works less than eight (8) hours in a day or less than forty (40) hours in a week will have all forms of compensation prorated (except overtime) to reflect their hours of work.

Any employee who regularly works less than eight (8) hours in a day or less than forty (40) hours in a week will be paid overtime at the rate of one and one half (1 ½) times the employee's equivalent hourly rate for all authorized work performed in excess of eight (8) hours in a day or forty (40) hours in a week.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992



## ***Level of Benefits***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding that the level of benefits under the following programs for salaried persons employed by the Company will not be altered or reduced for bargaining unit employees during the term of the Agreement:

1. Insurances referred to in Article 20
2. The Supplemental Unemployment Benefit Plan referred to in Article 22
3. The Company Retirement System

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 2010

## ***List of Benefit and Retirement Income Plans***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

1. Retirement System (June 2000)
2. Security Reserve Fund Plan (January 1, 2004)
3. Group Life Insurance Plan (September 2002)
4. Long Term Disability Income Plan (July 1, 1993)
5. Group Health Benefits Program (September 2002)
6. The Salaried Employees Supplemental Employment Benefit Plan for Ontario and Manitoba Divisions

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 2004

## ***Voluntary Early Retirement Plans***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

The following will confirm our understanding with respect to Voluntary Early Retirement Plans.

Should the Company introduce a Voluntary Early Retirement Plan to reduce the number of employees in a classification, the Company will offer the Plan to employees who are eligible under the Plan in descending order of seniority until the number of required reductions in the classification is achieved.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995  
Revision Date: April 1, 2010

## ***Short-term Disability Salary Continuation and Long-term Disability Salary Continuation***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995

## ***Maternity Leave for Pension Purposes***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995

## ***National Market Salary Survey***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding with respect to the Annual National Market Salary Survey conducted by the Company.

Prior to March 31<sup>st</sup> of each year, the Company will meet with the Local Unit Chair and review the process used by the Company in conducting its National Market Salary Survey as well as the results of the survey process as it may relate to positions in the bargaining unit.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001  
Revision Date: April 1, 2010

## ***Pregnancy Leave***

April 1, 2007

United Steelworkers  
Local 2020-005 United Steelworkers,  
92 Froid Road,  
Sudbury, Ontario

Attention: Mr. Dan O'Reilly, Area Coordinator,  
United Steelworkers

Dear Mr. O'Reilly:

This will confirm our discussions during the 2007 negotiations with respect to the development and implementation of a Standard Policy and Procedure (SPP) on Pregnancy Leave.

The company commits to developing and implementing a Pregnancy Leave SPP by July 1<sup>st</sup>, 2007. The Pregnancy Leave SPP will contain the following:

- Provisions to supplement Employment Insurance up to 90% of the employee's base salary for up to 17 weeks, in accordance with all applicable legislation.
- Provisions will apply to employees who have completed one year of continuous service at the date the pregnancy leave begins.
- Provisions apply to employees who are on pregnancy leave on or after April 1, 2007.
  - For employees that began their pregnancy leave prior to April 1, 2007, the Company will pay top-up on the remaining weeks of pregnancy leave after April 1, 2007.
- During pregnancy leave an employee will:
  - Continue to be covered by the benefits plans to which they belong, as per current SPPs.
  - Be eligible for the Staff Profit Sharing Plan.
  - Continue to accumulate service, vacation and pension credits during the leave.
- The Company will not compensate employees for any income tax claw-back of employment insurance due to their higher salary income.

The Company will review the development and communication of this SPP as described in the previous Letter of Agreement on 'Standard Personnel Practices and Procedures' with the Union.

Yours truly,

Leo Vienneau  
Superintendent  
Projects, Human Resources

**Note: As discussed by the Company and the Union during 2010 negotiations, this work was completed in 2007. The original 2007 letter of agreement is included here unchanged to reflect the historical commitment**



## **Canadian Retirement System**

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

The following will confirm our agreement with respect to terms of participation in the Canadian Retirement System (the "CRS") for employees represented by Local 2020-005, excluding seasonal employees.

The terms of participation will be amended to provide:

1. A new Defined Contribution ("DC") pension component which will provide for Company contributions at eight percent (8 %) of employees' base salary.
2. All new members to the CRS after April 1, 2010 shall only be entitled to participate in the DC component.
3. All members of the CRS as of April 1, 2010 shall have the following options to take effect as of January 1, 2011:
  - Remain in the Defined Benefit (DB) component of the CRS for service before and after January 1, 2011; or
  - Remain in the DB component of the CRS for service up to December 31, 2010 and participate in the DC component of the CRS effective January 1, 2011 for service from that date; or
  - Participate in the DC component of the CRS effective January 1, 2011 for service from that date and transfer the lump-sum value of pension benefits accrued under the DB component of the CRS up to December 31, 2010 to the employee's individual investment account under the DC component of the CRS.

4. Members of the CRS will be permitted to make Voluntary Retirement Savings Contributions ("VRSC") to the DC component with contribution and company-matching levels identical to those in the current Security Reserve Fund Plan ("SRFP") effective:

- April 1, 2010 for new members to the CRS after April 1, 2010; and
- January 1, 2011 for existing members of the CRS as of April 1, 2010.

It is understood that VRSC monies will be subject to the rules of the CRS and must be used solely for providing lifetime retirement income and cannot be withdrawn in cash.

Additionally, it is agreed that:

1. Effective April 1, 2010, the SRFP will be closed to any new members of the CRS on or after April 1, 2010;
2. Effective December 31, 2010, the SRFP will be closed to existing CRS members prior to April 1, 2010; and
3. Money currently in an employee's SRFP account will be invested according to the employee's instructions and will be available for withdrawal or investment changes in accordance with the existing provisions of the SRFP.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2010

## ***Special Retirement Bonus***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

The following will confirm our understanding with respect to a one time special retirement bonus.

The Company will pay a special one-time retirement bonus of twenty thousand dollars (\$20,000.00), less deductions required by law, to any employee who, as of April 1, 2010, has thirty (30) or more years of credited service as defined in the CRS plan text, and who voluntarily terminates employment and elects to commence their pension between April 1, 2010 and January 1, 2011.

It is understood that this payment will not be considered as pensionable earnings in the calculation of Average Final Compensation (AFC) for pension purposes.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2010

## ***Information and Tools for DB/DC Pension Choice***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

During this set of negotiations, given the introduction of a new Defined Contribution (DC) pension arrangement under the Canadian Retirement System (CRS), the parties discussed that employees and laid off employees with recall rights who are currently members of the Defined Benefit (DB) pension arrangement will be given an opportunity to choose how they want their pension benefits treated.

This letter will confirm the understanding between the parties that the Company will provide these employees with access to information and tools to make an informed choice, which will include:

- Written communication materials
- Personalized decision modelling tool
- Employee education sessions
  - DB/DC choice
  - Investment education
- Access to employee helpline

The Company commits that the deadline for employees to make a decision will be at least eight weeks after the launch of the decision modelling such that employees will have sufficient time to attend employee education sessions and to access independent financial advice so that each can make an informed choice for the option that best suits his or her personal circumstances.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2010

## ***New Compensation System Alignment Committee***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

During negotiations for the 2010 collective bargaining agreement, we have had discussions regarding the new non-union staff compensation system which is presently being developed and introduced for all Canadian operations.

The parties have agreed to create a committee to study the new compensation system and to develop a method to transition employees from the existing compensation system to the new compensation system. This work will involve, among other things, consideration of impacts on salary progression, job evaluations, impact on job ladders, impacts on other collective agreement provisions, the role of the CD-JET committee and the applicability of administrative guidelines. This committee shall be chaired by the Manager, Human Resources, or designate, and shall include one additional representative appointed by the Company, the Unit Chair, or designate, and one additional employee appointed by the Local Union. The Committee shall report their conclusions to the parties.

The parties shall then, independently, determine whether they wish to transition to the new compensation system during the term of the current collective agreement. Should the parties agree to transition to the new compensation system during the term of the collective agreement, the effective date of such transition shall be either March 1, 2011 or March 1, 2012 and the subsequent pay line increases referred to in the collective agreement shall not apply to the new compensation system.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2010

## **CAREER DEVELOPMENT**

### ***Career Development – Job Evaluation and Training Committee***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

The following functions are listed in order to provide the Committee with guidance in fulfilling its role under Section 8.06 of the C.B.A. The Committee shall:

1. Evaluate new or re-evaluate changed jobs in the bargaining unit other than seasonal employee classifications. (A new classification or any existing occupational classification which changes in pay grade as a result of evaluation or re-evaluation will be placed in the new pay grade from the date a written request for such evaluation or re-evaluation is received by the Company.)
2. Assist in the identification and listing of qualifications and skills which employees currently hold.
3. Facilitate with the identification of areas of work and classifications likely to change as a result of technological developments and restructuring and the associated training and educational requirements for potentially affected employees.
4. Identify available ways to acquire necessary qualifications and skills.
5. Identify training and development opportunities and career guidance for employees.
6. Make recommendations to the Company regarding the training of employees in occupational classifications in the same or different pay grade.

7. Provide guidance to applicants not awarded a classification posting and the guidance of employees regarding ladder progression.
8. Make recommendations to a Company/Union Realignment/Reduction Committee in connection with declared realignments and reductions affecting employees, including the exploration of opportunities to mitigate layoffs including benchmarking other companies, job sharing, etc.
9. Review assignments from one managerial area to another for the purpose of career development or training made under 8.13 of the Collective Bargaining Agreement.
10. Coordinate, facilitate and provide assistance to management and employees in the administration of the Job Posting Selection Process, including the development of qualifications and skills matrices for each occupational classification, and the implementation of a consistent and efficient selection process.
11. Coordinate, facilitate and provide assistance to management and employees in personal development planning, including the creation of job profiles, the identification of career paths and associated development guides. It is recognized that personal development planning is an on-going process.

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

The Parties understand that in order to function as intended the Committee will require an understanding of the systems, issues and events which impact or influence career development and training.

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001  
Revision Date: April 1, 2010

## ***Joint Job Evaluation***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1998  
Revision Date: April 1, 2001  
Revision Date: April 1, 2010



## ***Ladder Qualifications Skill Matrices and Criteria***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

The Career Development - Job Evaluation and Training Committee will facilitate the completion of the ladder qualifications, skill matrices, and criteria. The Company will develop the criteria to be utilized to determine progression within that ladder which will be reviewed with the Career Development - Job Evaluation and Training Committee for the purpose of making recommendations.

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1998  
Revision Date: April 1, 2001  
Revision Date: April 1, 2010

## ***Job Posting Selection Process***

April 1, 2010

United Steelworkers  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

During this set of negotiations, the parties discussed the Job Posting Selection Process and made a number of improvements. As part of the discussions, a need for communication and education was identified. This letter will confirm the understanding between the parties that the Company will provide employees with communication and education about these improvements to the Job Posting Selection Process upon implementation and will further provide education to managers on an as needed basis.

This letter will also confirm the understanding between the parties that the Job Posting Selection Process will be reviewed by the Company and the Union, after six (6) months, at a mutually agreeable time, to evaluate the effectiveness of the process. It is understood that the Shared Services Supervisor, Recruitment will participate in this review meeting.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2007  
Revision Date: April 1, 2010

## ***Ladder Progression Criteria***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our recent discussions regarding establishing a template for ladder progression criteria and to further review and revise the progression criteria for four ladders during the term of the collective agreement.

The Parties have agreed to establish a committee to develop a standard Ladder Progression Criteria Template, which will be based upon external and internal best practices. This work will be completed by October 31, 2010. This committee will be chaired by the Manager of Human Resources, or designate, and will be comprised of one (1) other Company representative, the Unit Chair and one (1) employee selected by the Local Union.

Following completion of the standard Ladder Progression Criteria Template, the Parties agree to establish four (4) Ladder Review Committees:

- Environmental Control Ladder
- Design Ladder
- Analytical Ladder
- Mines Technical Services Ladder.

The Ladder Review Committees shall develop and clarify the respective progression criteria and processes consistent with the Template. Each Ladder Review Committee will be comprised of two persons appointed by the Company and two employees appointed by the Local Union. This work will be completed during the term of the collective agreement.

Once this commitment is fulfilled, if both parties agree, further ladder review committees may be established.

Yours truly,

**Mitch Medina**  
**Manager**  
**Human Resources**

**Original Date: April 1, 2010**

## **REDUCTION & REALIGNMENT**

### ***Short-term Work Opportunities for Individuals With Recall Rights***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our understanding with respect to short-term work opportunities for individuals with recall rights under the Collective Bargaining Agreement.

In cases where the Company needs to hire individuals to fill temporary vacancies which it expects to last for less than three (3) months, it will first attempt to offer these vacancies on the basis of seniority to individuals with recall rights who have the qualifications, ability and skill to do the required work. The attempt at offering may be made by telephone or otherwise and the provisions of the Collective Bargaining Agreement will not apply.

During this temporary work period such employees will be credited with seniority and will be eligible for dental, drug, vision, semiprivate, and major medical health coverage.

The failure of an individual to accept such an offer of recall will not affect their recall rights under the Agreement.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

## ***Temporary Reductions***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our agreement with respect to temporary reductions under the Collective Bargaining Agreement.

In cases where the company decides it is necessary to reduce the number of employees in a managerial area for a period of time which it expects to be less than thirty (30) days resulting from an accident, breakdown or unplanned event, employees will be demoted or laid off within the managerial area on the basis of seniority, the requirements and efficiency of operations, and the qualifications, ability and skill of employees to do the work required.

However, it is understood that even though the Company normally requires at least thirty (30) days to plan and execute a reduction, it will attempt to apply the provisions of the Agreement to a reduction resulting from an accident, breakdown or unplanned event if in its opinion, the requirements and efficiency of operation and the available time permits.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

## ***Bumping Rights Within the Safety Net***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995

***Job Selection Process for Permanent or Temporary Vacancies  
Pertaining to Recall Rights***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001



## **One Month Familiarization**

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Additionally, in the event that an employee in the role of either Unit Chair or Health, Safety and Environment Representative is laid off as a result of such a permanent workforce reduction, the Company will allow for one-month period of familiarization for new role holders in these positions.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2001  
Revision Date: April 1, 2010

# **CONTRACTING OUT**

## ***Committee on Contracting Out***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

Employees will be able to bring forward suggestions to this joint committee or within their local area where timeliness could be a factor, which will assist in reducing the current amount of contracting out in the Ontario Operations, and as a result, improve the business competitiveness of the Operations.

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

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: May 27, 1992

Revision Date: April 1, 1995

Revision Date: April 1, 2010

## ***Similar or Same Type of Work Resolution Committee***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

The joint committee shall meet within fourteen (14) days of the concern being given to the Manager of Human Resources in the form of a notice containing the name of the person and/or the title of the job being performed with the reasons for its concern.

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

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

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

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

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1995  
Revision Date: April 1, 2001  
Revision Date: April 1, 2010

## **All Mines Technologist Crew**

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This will confirm our recent discussions regarding establishment of an All Mines Technologist Crew during the term of the collective agreement.

The parties have agreed to establish a committee to consider the potential business benefits of establishing a crew of technologists (mine technologists and geological technologists) to perform such work as required in the Sudbury District. This work could include things such as planning, ventilation, surveying and geology for all plants during peak periods and on an as needed basis.

The committee will consider items including, but not limited to, establishing a positive business case, determining what business improvement metrics would be measured, identifying what work the crew could perform on an ongoing basis and during peak periods (e.g., work otherwise performed by contractors that could be done by this crew), establishing how the crew would be structured and managed, and how work could be distributed.

This work will be completed by April 1, 2011 and the decision by the company regarding the establishment and size of the All Mines Technologist Crew will be made by June 1, 2011. This committee will be chaired by the Manager of Mines Technical Services, or designate, and will be comprised of one (1) other Company representative, the Unit Chair and one (1) employee selected by the Local Union.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2010

## **HEALTH & SAFETY**

### ***Accommodated Individuals (medical restrictions)***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

A representative appointed by the Company and a representative appointed by the Local Union (referred to as the Disability Management Committee) will meet as required to review these assignments. When reviewing the accommodation of an individual employed by the Company, the parties will jointly attempt to determine whether the position falls within this bargaining unit. Failing such agreement, notwithstanding the provisions of Article 8.16, this matter may be referred directly to arbitration within thirty (30) days pursuant to Article 7.01 of the Collective Bargaining Agreement.

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1998

Revision Date: April 1, 2001

Revision Date: April 1, 2010



## ***Right to Refuse Unsafe Work***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

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

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

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

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 1998

***Ad Hoc Committee to Review the Transfer Mechanism for  
Accommodated Local 6500 Members***

April 1, 2010

United Steelworkers, and  
Local 2020-005 United Steelworkers,  
128 Pine Street, Suite 301,  
Sudbury, Ontario  
P3C 1X3

Attention: Mr. Gerry Loranger, Area Coordinator,  
United Steelworkers

Dear Mr. Loranger:

This letter will confirm our discussions during negotiations in 2004 concerning the accommodation, as a result of medical restriction, of individuals employed by the Company in a job position that may be represented by Local 2020-005.

The parties agree to establish an ad hoc committee to develop a mechanism that can help determine when, or if, an individual employed by the Company, who is accommodated in a job position that may be represented by Local 2020-005, becomes an employee under the terms of the Collective Bargaining Agreement between Vale Inco Limited and Local 2020-005.

This Committee will include a representative from the Company, the Unit Chair of Local 2020-005, a representative from Local 6500 of the United Steelworkers (USW) and the Area Coordinator of the USW. This ad hoc committee will begin meeting in September of 2004.

This committee will produce a report on their recommendations for consideration by the Company. The parties also recognize that, depending on the final results of this work, the Letter of Agreement on Accommodated Individuals (medical restrictions) may need to be changed.

Yours truly,

Mitch Medina  
Manager  
Human Resources

Original Date: April 1, 2004

# 2010

## January

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# 2011

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# 2012

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# 2013

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